

**Tony Plante:**

It would not be up to PWD. It would be up to the Towns of Windham and Gorham.

**David E:**

I am not willing to spend \$150,000 for this engineering study because I know what it is going to lead to when it comes time to build a facility. We cannot generate enough revenues down there now to pay for the operation of the facility that we have. I am not sure it is appropriate to ask the rest of the town to pay for this project, which is really designed to allow redevelopment of the Keddy Mill. I would like to see the developer of the Keddy Mill site step up and contribute a significant amount of money. I am not sure the State of Maine is going to step up and contribute a significant amount of money, since they are going to be a primary user of the facility on River Road. I would be more than willing to throw in \$150,000 to do more engineering on a system that is designed to accommodate and expand our non-residential base, but we are doing this to facilitate the location of a 100 housing units. I am not sure that is in the towns' best interest.

**David T:**

The developer of the Keddy Mill along with the State of Maine will be the major contributor to this. They will be the users and the users reimburse the water district through user fees. I think we subsidized that sewer system to the tune of \$40,000 per year, and the reason we do that is that we do not have enough users on that system. It was put in very, very poorly, and the infiltration is so bad there that every time it rains it exceeds the hydraulic capacity of the plant, and dumps stuff into the river that should not be dumped. This would take care of that problem. The user of the sewer, if everything works the way is supposed to should be paying for this, and the Town of Windham should stop subsidizing it.

**David E:**

What is the payback rate?

**David T:**

I do not know, but I would suppose it would probably be a 20 or 30 year bond that they would issue.

**Tony Plante:**

At this point, assuming that we were to go ahead with the construction of the Little Falls Conveyance System that is envisioned to be over a 30 year period with the PWD acting as banker, much as they did with the sewer that is already there, the Maine Correctional Center, after sitting down with the Department of Corrections Bureau of General Services many times, has agreed to participate. I have a letter from the Commissioner, and I understand there is \$350,000 in the state budget for the Department of Corrections participation, and there is potential for some federal funding, granted, not the kinds of federal waste water funding we might have seen were this 30 years ago, never the less, with the addition of the Correctional Center with the housing units at the redeveloped mill site, there is a far better chance that the sewer fund will be self sufficient, but again, those are decisions that the Council will have to make with respect to the level of sewer user fees. I would say the issues that Councilor Ennis raises as far as the support

of the South Windham sewer fund by tax payers are legitimate points, and ones that will need to be considered by the Council, but as far as the developer contributing, even if we had a promise from the developer in hand for the entire Windham's share of this, the PWD would still need the Council's authorization to proceed with design. Without that it will not happen at all.

**Liz W:**

If Windham picks up the Correctional Center, South Windham, and the new building, in reading the paper it sounds like Gorham will also increase the residential base in that area. So my concern is if the sewer does not go there, and those buildings cannot be built, then the Town of Windham is looking at a huge expense to do something with that Mill. I think this might insure that it might not happen because the more users there are; the faster it will get paid off.

**Vote 5-1 (D.E.)**

- 05-53 To act on an order to set a date for a public hearing to receive comment on a proposed zoning of Map 38, Lots 6, 7, 8, and 9 and/or any portions thereof currently not zoned as General Development under the Town's Shoreland Zoning Ordinance to General Development.

**David T:**

Moves to set a public hearing for April 26, 2005, immediately following the Town Manager's report, 2<sup>nd</sup> by Tom B.

**Vote 6-0**

- 05-54 To act on an order to set a date for a public hearing to receive comment on proposed amendments to the Land Use Ordinance regarding conditional use and special exception permits.

**David T:**

Moves to set a public hearing for April 26, 2005 immediately following the Town Manager's report, 2<sup>nd</sup> by Tom B.

**Vote 6-0**

- 05-55 To act on an order to release the Town's fractional (1/50th) interest in a parcel of land identified as Town of Windham Tax Map 34 Lot 10D to Kevin A. Pedersen.

**David E:**

Moves for this article, 2<sup>nd</sup> by Tom B.

**Tony Plante:**

This is a lot at the very end of Little Duck Pond Road. The fractional interest in which this 1/50 interest the town basically inherited when it acquired the Lowell property in East Windham. There is one other lot that held 1/50 interest that the owners have expressed a willingness to release to make this a buildable lot. We spoke with the town attorney, and he assures me that this does not extinguish any rights that the Town has to access its property over Little

Duck Pond Road, and that it is an encumbrance on the property that really has no value at this point.

**Liz W:**

In looking at the map, does the piece go all the way down that little sliver and touch Duck Pond itself?

**Tony Plante:**

As far as I know the 1/50 interest covers the entire lot. It is not just the road. What you see in that little sliver, the town actually holds a 1/50 interest in the entire lot, it is not restricted to a particular area.

**Liz W:**

Are you saying that the Town would not give up its right to access that road, or go down to that pond?

**Tony Plante:**

It does not give up its right in Little Duck Pond Road to access the property.

**Liz W:**

If this is given to them, and if the public wanted access would they be allowed to do it?

**Tony Plante:**

I would say that anybody who has rights in Little Duck Pond Road, which is a private road, would have right to access that. The town is still a property owner, and we still have rights of use in Little Duck Pond Road. I think if we were interested in developing a public access to Little Duck Pond, I think that is an issue that we would want to make sure we took up with the neighborhood just given the nature of the access.

**Liz W:**

When people give us a gift of property, I hate to have little pieces taken off here and there unless it was a real solid reason. It devalues people giving us land that they hope we will hold for public use.

**Tony Plante:**

Virginia Lowell and her sister were generous, but the town did purchase the land from Virginia and her sister. It was not an outright gift, and although I do not think they got a 100% of market value for it, and they were very generous in that regard, the town did pay for it. This is actually part of the transaction we really were not aware of, this 1/50 of this one lot. As the town attorney points out, the Council is under absolutely no obligation to do anything with this. The Council is the body which can acquire or dispose of interest in real estate. We received the re-

quest, and we have done the research to give you an idea as to what it is about, and it is up to the Council to decide.

**Vote 5-1 (L.W.)**

- 05-56 To act on an order to release the Town's interest in a parcel of land identified as a portion of a "hammerhead" turn-around located at or near the end of Hunt's Drive to Hunt's Drive, LLC.

**David E:**

Moves for this article, 2<sup>nd</sup> by Tom B.

**Tony Plante:**

We were approached by a developer on a project at the end of Hunt's Drive. When this area previously went to the Planning Board, there was a hammerhead turnaround that was approved as you see on the plan. Obviously this is from the plan of the new development which has not yet been built. What you see as Unit 1 &2, and Unit 3 &4 do not exist yet and are a part of the proposal, but as part of the review, Public Works and the Fire Department have expressed a preference for a cul-de-sac; which the developer has agreed to, but in doing that there needs to be a swap. We would have no need for the remaining interest in the right-of-way that exists only in the plan as a hammerhead. Basically we would turn over the town's interest in this small highlighted portion of the hammerhead, and it would go back to the property owner, and as part of the dedication and acceptance process, the developer would come back at a future time for the Council to consider acceptance of the cul-de-sac in its place.

**Tom Noonan:**

Public Works, the Fire Department, and the Planning Department all encouraged us to develop a cul-de-sac for the convenience of turning around fire trucks, and snow plowing. What that did was move around the buildings, and we ran into set back issues, and so that precipitated the need to vacate this hammerhead section because that would push a building into the wetlands. It is really an exchange for us building this cul-de-sac and we would have been willing to turn it over tonight, but the town's attorney recommended we grant you an easement tonight, and once the road has met specifications; which are required by the Planning Board, we will come back and turn the road over to the town.

**Vote 6-0**

- 05-57 To act on an order to enter into executive session in accordance with Title 1, M.R.S.A. § 405 (6) (C) for the discussion or consideration of the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein since premature disclosures of the information would prejudice the competitive or bargaining position of the Town.

**Tom B:**

Moves to go into executive session, 2<sup>nd</sup> by David E.

**Vote 6-0 at 7:45 p.m.**



April 12, 2005 - Town Council Minutes

**Tom B:**

Moves to come out of executive session at 8:19 p.m., 2<sup>nd</sup> by David E.

**Vote 6-0 - No votes were taken**

**Tom B:**

Moves to adjourn, 2<sup>nd</sup> by David E.

**Vote 6-0 at 8:19 p.m.**

**Respectfully submitted,**

**Linda S. Morrell  
Town Clerk, CCM**

**VIL\_RESP01140**

Issues/Items:

Land Assemblage: Keddy Mill site  
George Wood trailer  
Depot Energy site

Avesta: Role  
Timing  
Contract

Zoning: History  
Status

Sewer: History  
Status

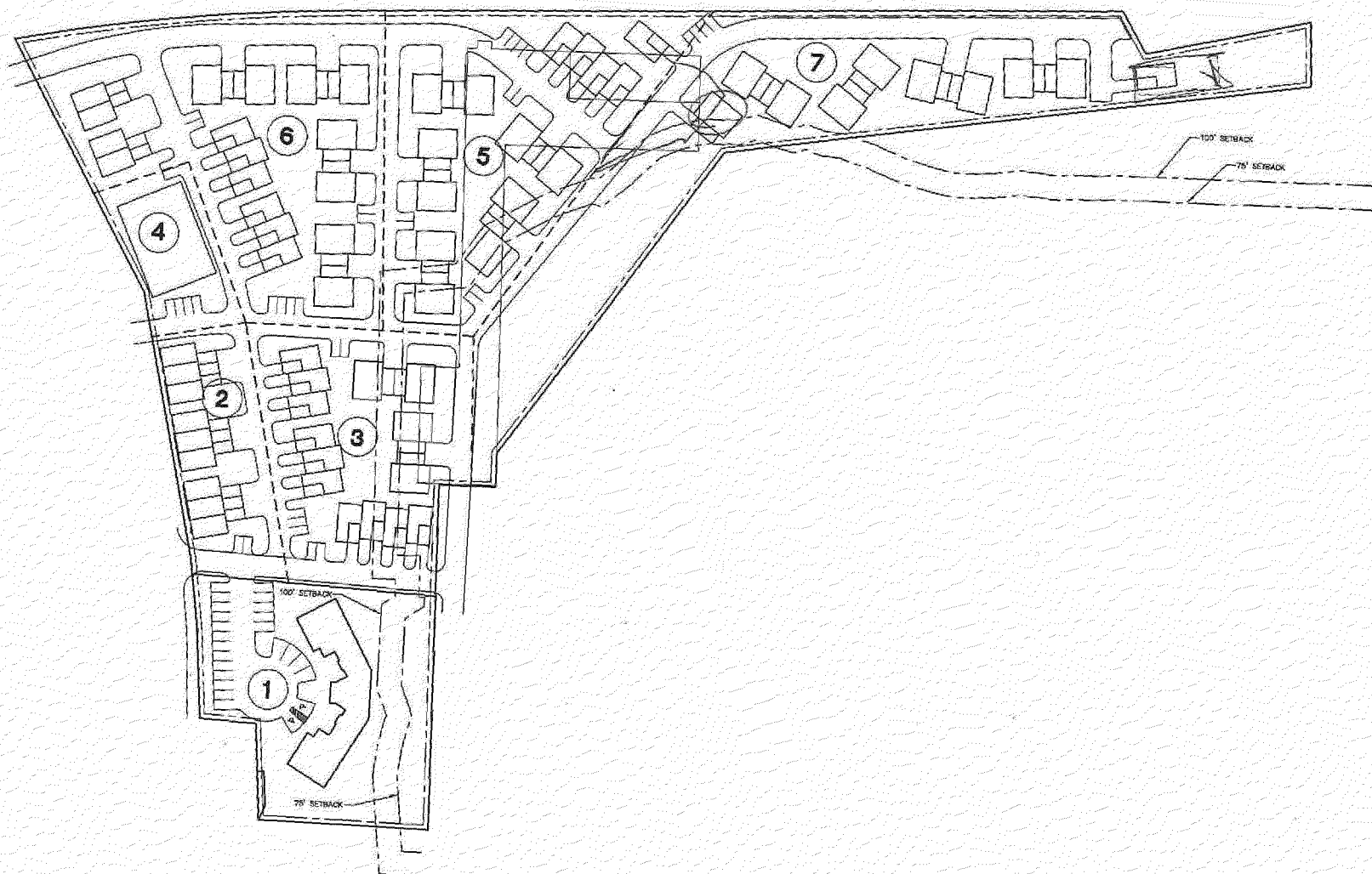
Environmental: VRAP (Voluntary Response Action Plan)

Mill Building: Enviro  
Costs to Demolish

Title: SD Warren Easements: negotiations underway  
Railroad: Found release  
Town pipe: prelim handled through contract zone

Funding: equity  
TIF – need to pursue. Important (reduces equity and debt needs)  
Congressional Funding - \$200k - *Tom Allen*  
BGS – sewer funding included in budget  
DEP – sewer bond – not happening  
PWD – sewer bond  
Current Debt

Safety: Mill issues



# DENOTES PHASING

SCALE: 1" = 50'

VIL\_RESP01142

info of meeting 4/19

4/25 5:30-45 site walk

Trail Development

fuel access

Recreational Access / Impact Fees

Distance between bldgs

River Access

Size of streets & roads  
20-30

guest parking areas; second spaces  
sidewalks? where

pg. 3(b) uses -- about code enforcement approval

pg 5 betw TP 5-6 CEO involvement?

DEP - permitting required. (state + fed)

Traffic Movement necessary

Clarification of setback -  
add to definitions  
"legal street line"

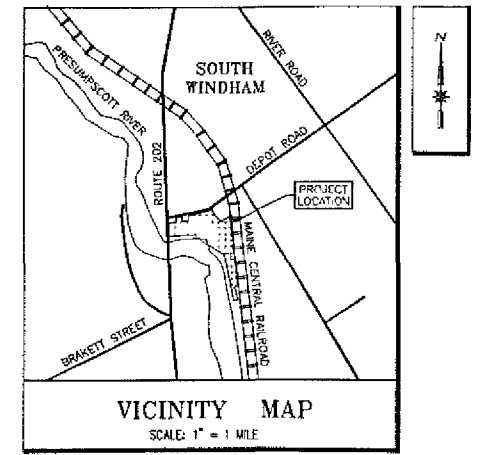
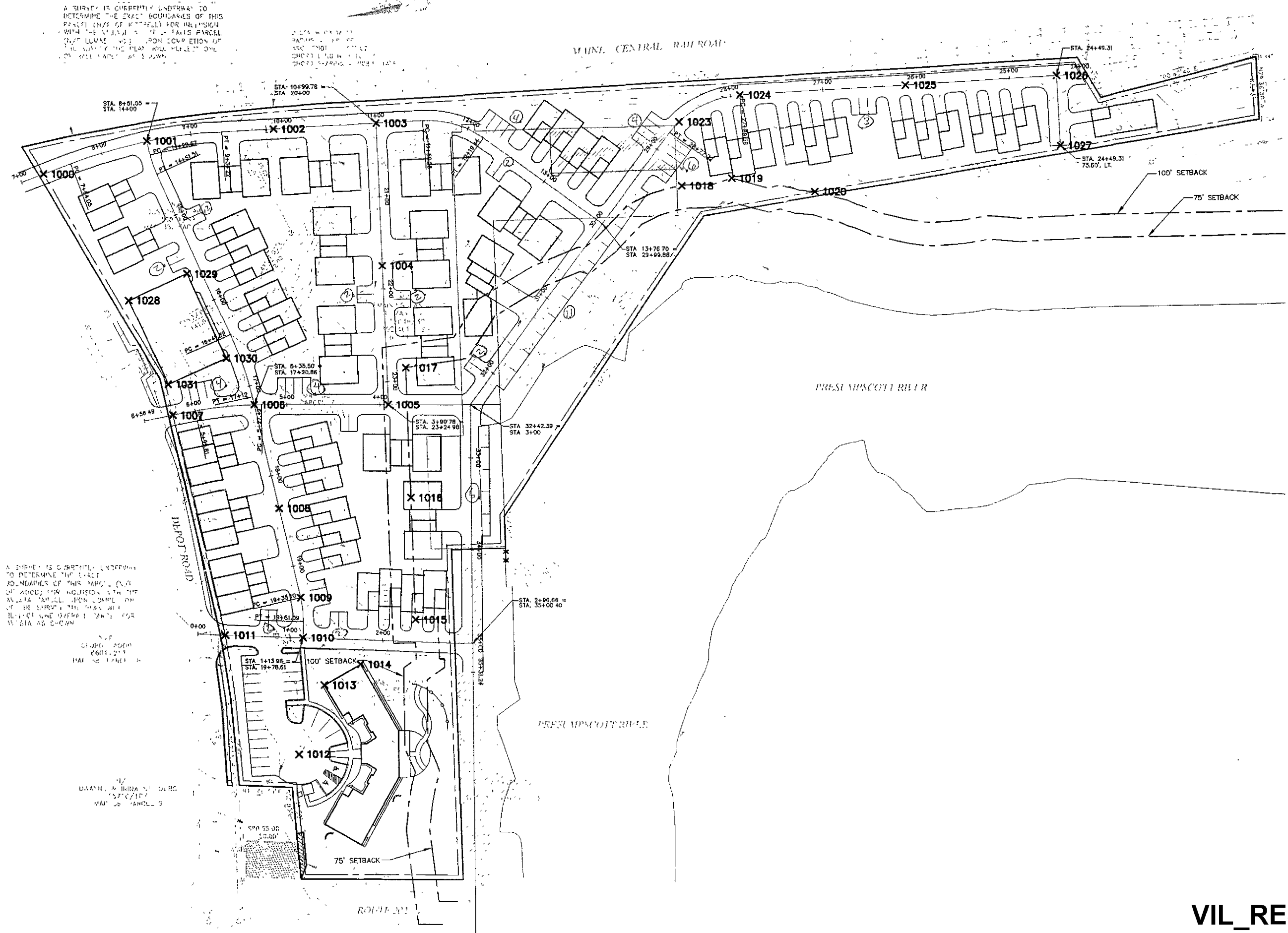
Elevations & Designs

Completion Dates

Unity Garden - Related financing opportunity

fencing around dan  
adelson landscaping

Setback line / further definition  
of sidewalk, back front



### NOTES

1. THE BASIS OF BEARING FOR THIS SURVEY IS 1969 MAGNETIC NORTH
2. DEED AND PLAN BOOK REFERENCES ARE TO THE CUMBERLAND COUNTY REGISTRY OF DEEDS (CCRD).
3. RECORD OWNERSHIP OF THE PARCEL SURVEYED CAN BE FOUND IN A DEED FROM PRESUMPCOTT/PHOENIX LLC AND GEORGE WOOD TO LUMAS, INC. DATED SEPTEMBER 6, 2002 AND RECORDED IN DEED BOOK 16046, PAGE 32, CCRD.
4. REFERENCE IS MADE TO THE FOLLOWING PLANS:  
 a. "GEORGE WOOD SITE AND EXPLORATION LOCATION PLAN" BY S.W. COLE ENGINEERING, INC. DATED JANUARY 31, 1996 AND REVISED APRIL 30, 1996  
 b. "PLAN OF LAND IN SOUTH WINDHAM FOR GRINNELL CORPORATION" BY OWEN HASKELL DATED DECEMBER 1969  
 c. "PLAN OF LAND IN SOUTH WINDHAM FOR GRINNELL COMPANY INC." BY OWEN HASKELL DATED JULY 14, 1969  
 d. "PLAN OF LAND IN SOUTH WINDHAM FOR NATIONAL METAL CONVERTERS" BY OWEN HASKELL, INC. DATED JUNE 19, 1974  
 e. "PLAN OF CONVEYANCE OF PROPERTY AND EASEMENTS FROM LAWRENCE J. KEDDY TO SCOTT PAPER CO. - S.D. WARREN CO. DIVISION" BY LAWRENCE ROLFE DATED 1974 AND RECORDED IN PLAN BOOK 102, PAGE 34 CCRD
5. THE PARCEL SURVEYED IS IDENTIFIED ON THE TOWN OF WINDHAM TAX ASSESSOR'S MAP 3B, PARCEL 7
6. THE PARCEL SURVEYED IS LOCATED IN THE INDUSTRIAL ZONE/DISTRICT PORTIONS OF BULK AND SPACE REQUIREMENTS ARE AS FOLLOWS:  
 MINIMUM FRONT SETBACK= 35'  
 MINIMUM SIDE AND REAR SETBACK= 15'  
 MINIMUM WATER SETBACK= 100'  
 MINIMUM LOT SIZE= 60,000 SQUARE FEET
7. THE WIDTH AND LAYOUT OF ROADS IS FROM NOTE #4b
8. REFERENCE IS MADE TO THE FOLLOWING EASEMENTS OF RECORD:  
 a. 100' STRIP OF LAND TO ERECT, REPAIR, REBUILD, OPERATE AND PATROL ELECTRIC TRANSMISSION LINES. DEED BOOK 1787 PAGE 354 CCRD NO LENGTH STATED.  
 b. MAINTENANCE OF 873' OF TRACK #7 AND A PERMIT TO OPERATE OVERHEAD CRANES OVER TRACK #7 TERMINATED AUGUST 28, 1973 IN DEED BOOK 3459 PAGE 305 CCRD  
 c. UTILITY POLE EASEMENT POLE NUMBERS 7.01-7.04 DEED BOOK 4096, PAGE 680 CCRD, NO WIDTH STATED.  
 d. A RIGHT IN COMMON WITH OTHERS SO ENTITLED TO PASS AND REPASS OVER, ACROSS AND ALONG EXISTING ROADWAY, AS A MEANS OF ACCESS TO THE ELECTRIC TRANSMISSION LINE AND SUPPORTING POLES. DEED BOOK 4162, PAGE 277 CCRD NO DIMENSIONS STATED.  
 e. THE RIGHT PERPETUALLY TO MAINTAIN SAID POLES/LINES DEED BOOK 1759, PAGE 348 CCRD NO WIDTH STATED  
 f. RIGHT OF WAY 30' IN WIDTH AND 370' IN LENGTH TO BENEFIT THE PROPERTY DEED BOOK 2641, PAGE 44 CCRD  
 g. AN EASEMENT TO RECOGNIZE EXISTING ENCROACHMENTS ALONG THE NORTHERLY LINE. DEED BOOK 15464, PAGE 323 CCRD
9. THIS SURVEY EXCEPTS CHAPTER 90, PART 2, SECTIONS 4-7 OF THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS RULES
10. THE PARCEL SHOWN IS SUBJECT TO THE RIGHT OF CENTRAL MAINE POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, TO OVERFLOW AND FLOOD BY MEANS OF ITS DAM AS SET FORTH IN DEED BOOK 2167, PAGE 245 CCRD.
11. PARCEL SHOWN SUBJECT TO THE OWNER OF THE DAM TO ENTER UPON PARCEL FOR THE PURPOSE OF CONSTRUCTING, OPERATING AND MAINTAINING ITS DAM, ALSO SUBJECT TO THE RIGHT TO PASS AND REPASS FOR ANY AND ALL PURPOSES TO AND FROM DEPOT STREET TO ITS DAM CONSTRUCTED AT LITTLE FALLS ALONG SUITABLE AND CONVENIENT RIGHTS OF WAY.
12. THE EXISTING SUBSTATION WHICH APPEARS NO LONGER IN USE DOES NOT LIE WITHIN THE EASEMENT. ADDITIONAL RESEARCH INTO THIS MATTER IS RECOMMENDED

PROJECT: 25530	DRAWING NAME: 25530-IMAGE-4-19-05.DWG
DATE: NOVEMBER 6, 2003	SCALE: 1"=50'
REVISED DATE: APRIL 25, 2005	COMMENTS: N/A

**SITE PLAN**  
 ROUTE 202 WINDHAM, MAINE

Owner:  
**VILLAGE AT LITTLE FALLS, LLC**

Developer:  
**SOUTHERN WINDHAM HOUSING CORP.**

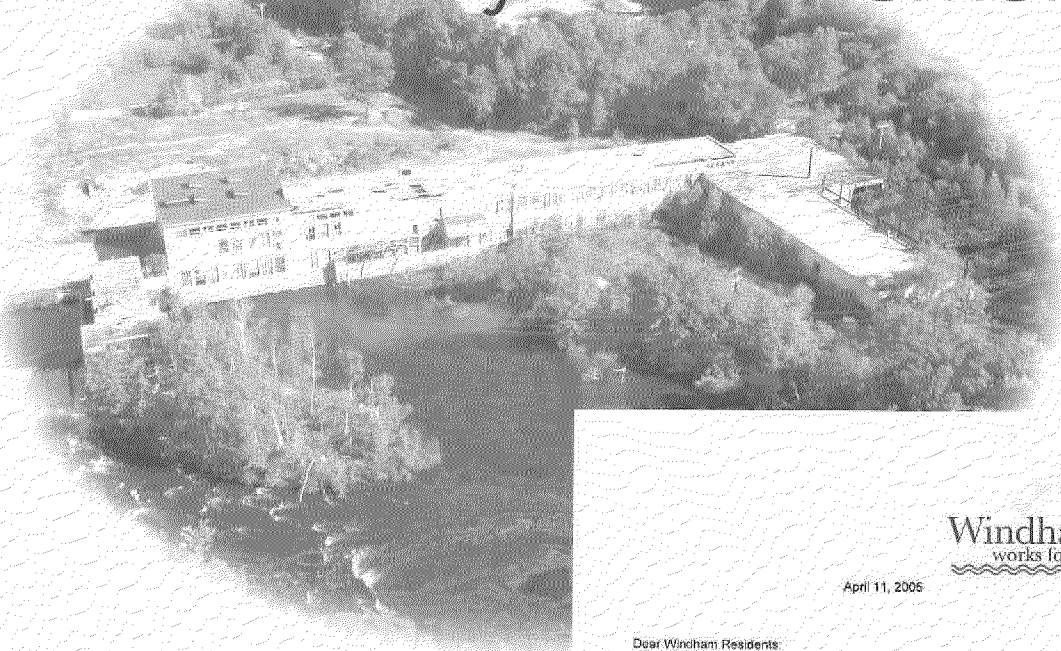
**VIL\_RESP01144**

**NCS** SURVEYING ENGINEERING LAND PLANNING  
**Northeast Civil Solutions**  
 INCORPORATED

153 US ROUTE 1, SCARBOROUGH, MAINE 04074

Tel: 207 883 1000 Fax: 207 883 1031 e-mail: ncs@maine.rr.com  
 800 882 2227

# Working together we can make Keddy Mill a memory.



## What the Village at Little Falls Project means to Windham:

- \$20 Million in new investment
- Affordable workforce housing
- Less than ten new students estimated in local schools for the entire project.
- Removal of an eyesore and a hazard at private expense.

Windham  
works for ME

April 11, 2005

Dear Windham Residents:

For the past several years members of the Windham Economic Development Corporation have closely monitored the situation at the Keddy Mill site in South Windham. The revival of the South Windham and Little Falls Village has been long sought after, a fact that is reflected in both the South Windham Revitalization plan of the mid-1990's and the town's new Comprehensive Plan. It is clear that this goal cannot be achieved fully until the Keddy Mill has been completely removed.

The WEDC board has met with both Renee Lewis of Questar, and Mike Myatt from Avesta, and we are very enthusiastic for their plan to bring a mix of elderly and workforce housing to the former mill site, while removing the existing structure in its entirety.

In addition, the project will extend sewer lines and capacity which will protect both the Presumpscott River and the local environment. The multi-million dollar project will increase our tax base while having a comparatively small impact on the school system. Public access to the river will be greatly enhanced with views and walkways throughout the project inviting residents and neighbors to enjoy the riverfront.

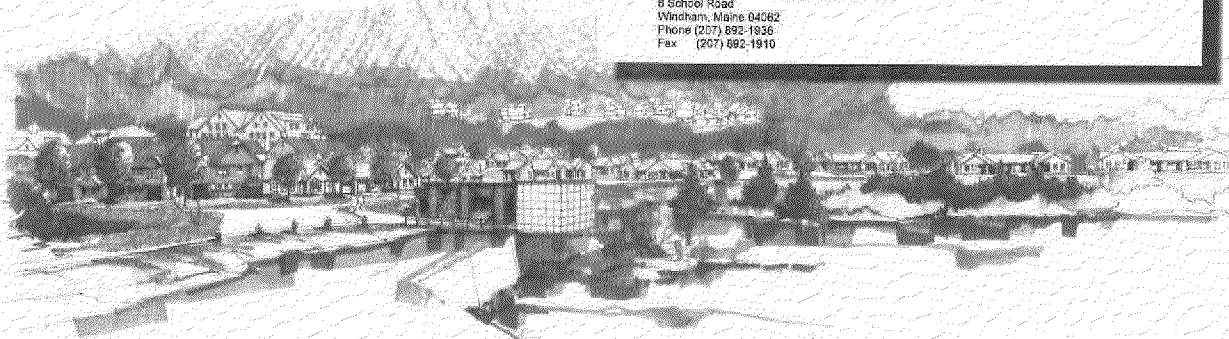
Making this project a reality will require cooperation from town boards and staff, the neighboring communities of Gorham and Westbrook, the State Correctional Facility and the Portland Water District. It is the sincere hope of the WEDC that throughout the process that the Windham Town Council provides strong and clear support for the Village at Little Falls project—support that will demonstrate to all the participants the importance of getting the project approved and completed.

If you share our enthusiasm for this project and want to see a positive change in South Windham starting this year, contact members of the Windham town council, the planning board and the local papers and make your opinion known.

With every good wish,

Peter Whitmore, President  
Windham Economic Development Corporation

Windham Economic Development Corporation  
8 School Road  
Windham, Maine 04082  
Phone (207) 892-1936  
Fax (207) 892-1910

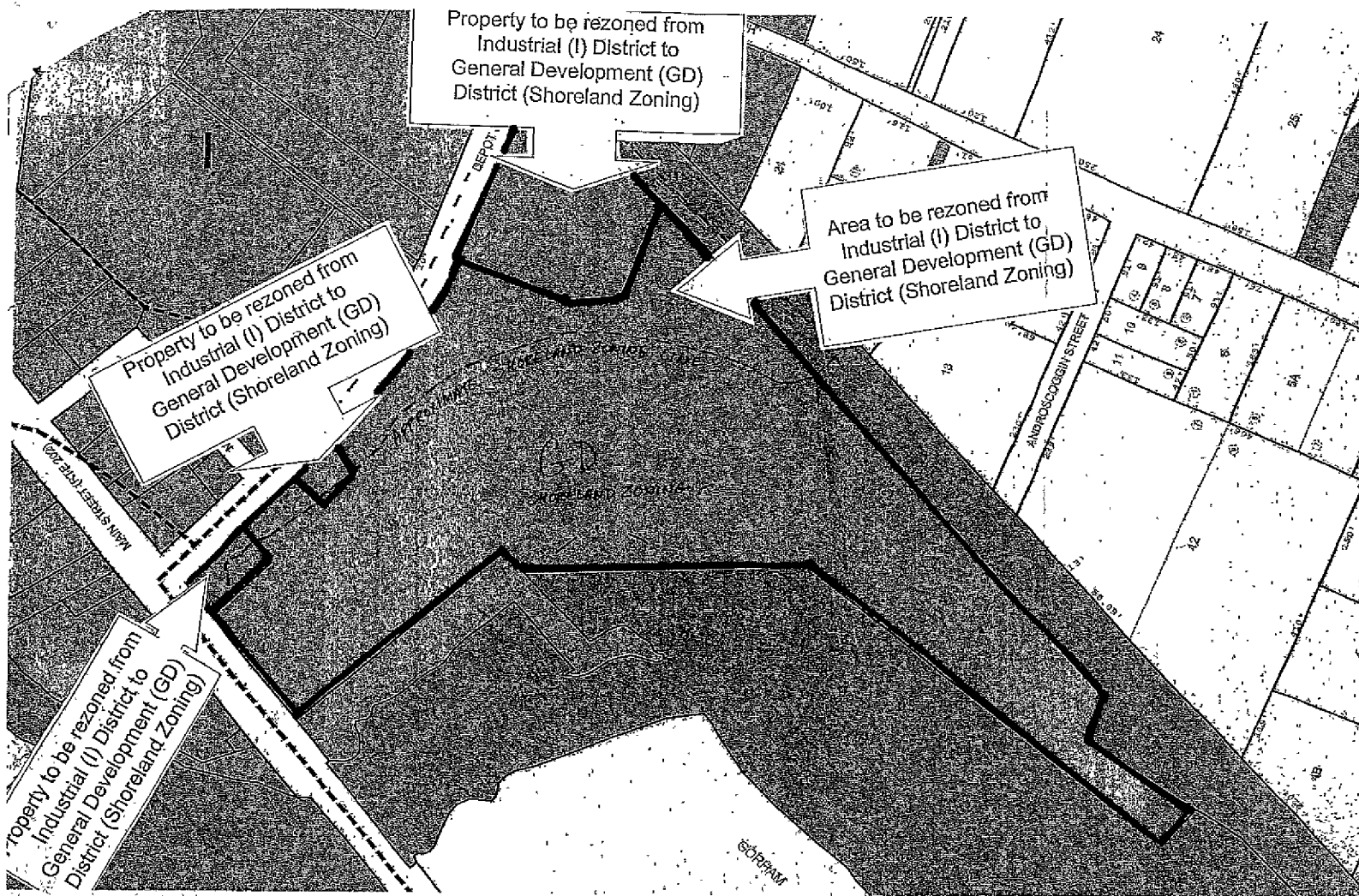


CONCEPTUAL DESIGN  
FOR VILLAGE AT LITTLE FALLS  
SOUTH WINDHAM, MAINE



VIL\_RESP01145





Property to be rezoned from  
Industrial (I) District to  
General Development (GD)  
District (Shoreland Zoning)

Area to be rezoned from  
Industrial (I) District to  
General Development (GD)  
District (Shoreland Zoning)

Property to be rezoned from  
Industrial (I) District to  
General Development (GD)  
District (Shoreland Zoning)

Property to be rezoned from  
Industrial (I) District to  
General Development (GD)  
District (Shoreland Zoning)

APPROXIMATE SHORELAND ZONING LINE  
GD  
SHORELAND ZONING

VIL\_RESP01147

GORHAM

ANDROSCOGGIN STREET

DEPOT

HOLLY PLANE

MAIN STREET (RTE 202)



**PROPOSED AMENDMENT  
TO  
THE OFFICIAL ZONING MAP  
OF THE  
TOWN OF WINDHAM, MAINE**

**The Town of Windham, Maine, hereby ordains that the Official Zoning Map/Shoreland Zoning Map of the Town of Windham is amended as indicated on the rezoning map attached hereto.**

**Description of the proposal:**

A proposal to amend the Official Zoning Map/Shoreland Zoning Map of the Town of Windham, Maine, whereby properties located on tax map #38, lots #6, #7, and #8 would be rezoned from General Development (GM) District (Shoreland Zoning) to a Contract Zone utilizing the current underlying zone as the basis for the contract agreement.

Crosshatched Area to be  
Rezoned By Contract

GD

VIL\_RESP01149

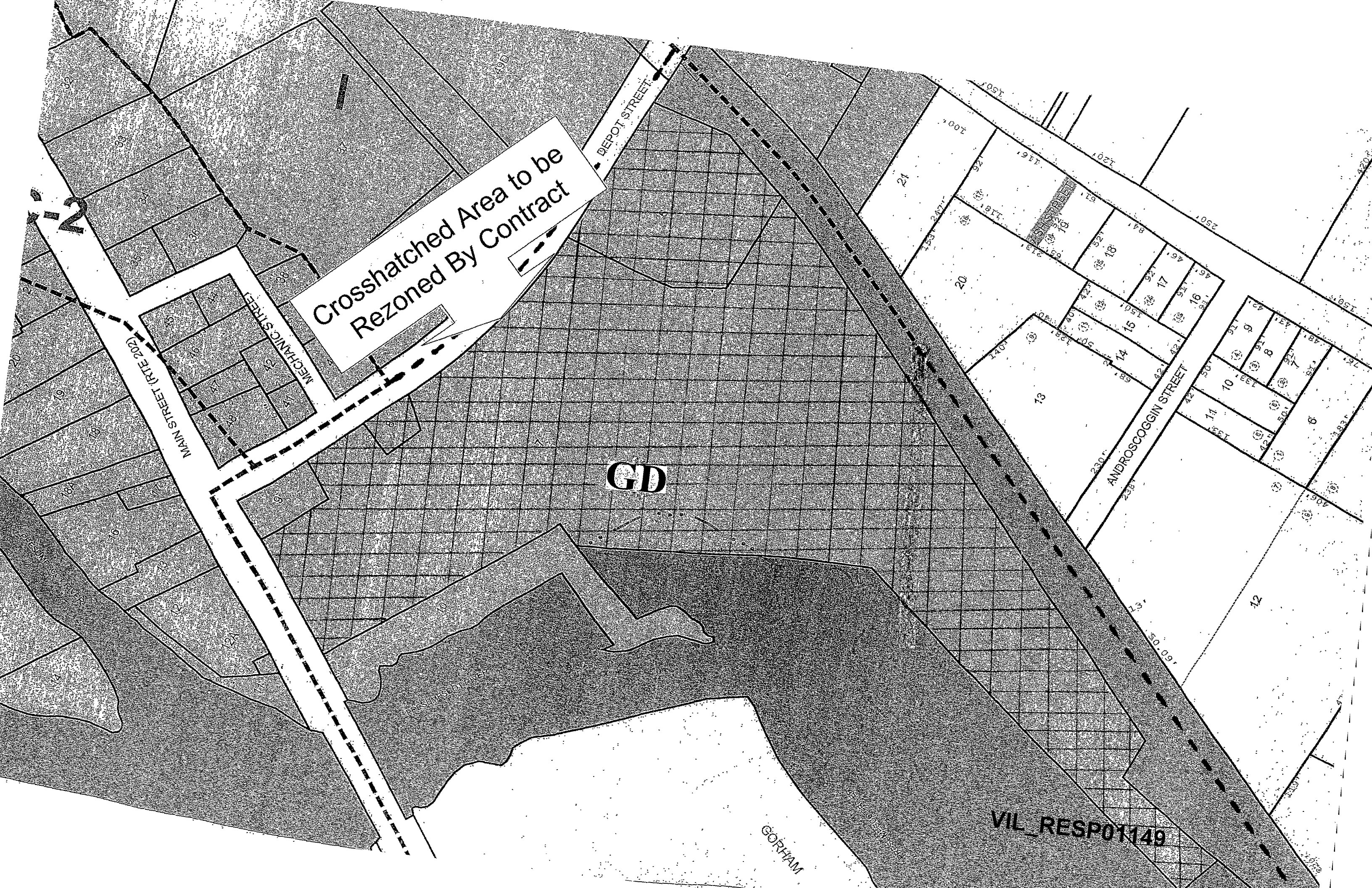


Exhibit 3  
Draft Contract Zoning Agreements

VILLAGE AT LITTLE FALLS  
CONTRACT ZONING AGREEMENT

This Contract Zoning Agreement dated as of \_\_\_\_\_, 2005, between and among the **TOWN OF WINDHAM**, a body of corporate and politic, located in the County of Cumberland and State of Maine (the "Town") with a mailing address of 8 School Road, Windham, Maine, and **VILLAGE AT LITTLE FALLS, LLC**, a Maine limited liability company ("VLF, LLC") with a mailing address of 2 Market Street, Portland, Maine 04101, and **SOUTH WINDHAM HOUSING CORPORATION**, a Maine non-profit corporation ("SWHCorp") with a mailing address of 307 Cumberland Avenue, Portland, Maine 04101 (VLF, LLC and SWHCorp are collectively referred to herein as "Owner").

WHEREAS the Town is authorized to enter into contract zoning agreements pursuant to the Windham Shoreland Zoning Ordinance (Section 199-8(B)(2)), the provisions of the Windham Land Use Ordinance incorporated therein by reference (Section 140-5.1) and the provisions of 30-A M.R.S.A. Section 4352(8).

WHEREAS, VLF, LLC either owns or has entered into contracts to purchase parcels of real estate located on Route 202 and Depot Street Windham, Maine fronting on the Presumpscot River consisting of approximately 9.1 acres, generally being shown on the Town's Tax Map 38, Parcels 6, 7 and 8, and SWHCorp has separately entered into a contract to purchase a portion of Parcel 7, all of which property is shown on the attached Exhibit A (collectively hereinafter the "Property"); and

WHEREAS, the Property is currently located in the Shoreland Zone General Development District Zone ("GD Zone"), a portion of the Property having been heretofore rezoned from the Industrial Zone by action of the Town Council; and

WHEREAS the poor condition and squalid appearance of the derelict industrial building, which is currently the most prominent portion of the Property, constitutes a blight preventing the development of the Property and is inhibiting the redevelopment of other properties in the South Windham Little Falls neighborhood; and

WHEREAS, Owner proposes to construct an attractive mixed-income multi-unit residential development with attached and senior housing and apartments (the "Project");

WHEREAS the existing industrial uses are designated as being "marginally useful" under the Town's Comprehensive Plan, and the cost of demolition of the derelict industrial building has prevented the Project from moving forward;

WHEREAS the proposed residential use is in keeping with the historic close knit

Contract Zone Agreement

1

VIL\_RESP01150



pattern of development in the South Windham Little Falls neighborhood and the abutters have expressed a strong desire to see the existing derelict building eliminated;

WHEREAS the Town's Comprehensive Plan cites the "potential to expand high density residential development" and historic settlement pattern which creates a "neighborhood feel" for the Little Falls neighborhood, but notes the lack of a critical mass of nearby residential development;

font

WHEREAS, the Project serves the goals of the Comprehensive Plan by using public sewer and water facilities; and

WHEREAS, the roads within the development will remain private and maintenance and plowing will be the responsibility of the home owners association, further minimizing the Town's costs; and

WHEREAS, the rezoning provided in this Agreement, therefore, would be consistent with the Windham Comprehensive Plan:

WHEREAS, the Town of Windham, by and through its Town Council, therefore, has determined that the said rezoning would be pursuant to and consistent with the Town's local growth program and Comprehensive Plan adopted pursuant to Title 30-A, Maine Revised Statutes, Chapter 187, Sub-part 6-A, and consistent with the existing and permitted uses within the GD Zone and has authorized the executive of this Contract Zoning Agreement.

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. **Zoning Map Amendment.** The Town hereby amends the Zoning Map of the Town of Windham, by adopting the zoning map change amendment shown on Exhibit B.

2. **Village at Little Falls Contract Zoning District.** The Town hereby creates a Village at Little Falls Contract Zoning District as defined herein which shall apply to the Property. For purposes of this Agreement, the Village at Little Falls Contract Zoning District means a residential development which may include multi-unit residences (apartment and condominiums), age restricted senior housing with traditional short blocks and interconnecting local streets, enhanced river views, and space and bulk standards consistent with traditional village design, all as further set forth in this Agreement.

The general schematic street layout, open space and distribution of uses in the Project shall conform to the Approved Plan as hereinafter defined.

3. **Permitted Densities, Uses and Dimensional Criteria.**

A. **Density:** The density of the Project shall be as follows:

Up to 24 apartment units located in one building on a separate Lot, reserved for residents with persons 55 years of age or older or households with at least one resident who is 55 years of age or older; and

Up to 85 residential units located in multi-unit buildings on a separate Lot containing up to 16 units each, with no age restrictions for such units.

The Project shall be connected to public sanitary sewer services.

**B. Uses.** The permitted uses in the Project shall be:

One Family and Multi-Family Dwellings;

Elderly Housing;

Those Uses and Special Exceptions to the extent allowed and subject to the conditions and restrictions applicable to the underlying GD Zone as it may be amended, subject to such review which would otherwise be required if the Property were not subject to this Agreement, and excluding Industrial and Manufacturing uses;

Home Occupations, Residential Recreational Facilities and community building and Association office maintenance facilities;

Public Utilities Facilities; and

Accessory Uses.

*- Do we need to comment?*

**C. Residential Dimensional, Parking and Design Criteria.**

i) Multi-Family Lot Size: No restriction on lot size or number of Dwelling Units per lot, but no more than 24 Dwelling Units per building for Elderly Housing and 16 dwelling units per building for other Multi-Family Dwellings shall be allowed.

ii) Minimum front yard all buildings: 5 feet.

iii) Minimum side yards all buildings: 5 feet.

**Deleted:** 0 feet, but the sum of the two side yards shall be a minimum of 10 feet

iv) Minimum rear yards all buildings: 5 feet.

v) Presumpscot River setback and frontage: New Dwelling Units and accompanying improvements may be built in the locations as shown on Exhibit A as they may be subsequently varied with Planning Board approval under Section 5, without need for Code Enforcement Officer approval under Section 199-12 of the Ordinance for the demolition of the existing nonconforming structures and change in use to multi-unit

**Deleted:** within the foot print occupied by the existing industrial building

**Deleted:** as shaded areas

**Deleted:** , notwithstanding

**Deleted:** such

residential. In addition, existing utility lines located on abutting land may be relocated closer to the river in order to lower their visual profile. Applicable minimum shore frontage per family shall not apply to the number of dwellings permitted under this Agreement.

- vi) Maximum structure, parking and non-vegetated surface coverage: 75% measured over the Project as a whole.
- vii) Height: 65 feet, measured from grade to the highest point on the roof.
- viii) Notwithstanding the construction of multiple structures on a single lot, the compliance with dimensional requirements shall be calculated for each structure with respect to the lot as a whole and not with respect to each structure and dwelling separately.

**D. Parking.** Parking spaces need not measure more than 9 feet by 18 feet (except as otherwise required by law for handicapped parking) and Parking Spaces shall include garage spaces and spaces located in private driveways leading into garages, notwithstanding the otherwise applicable provisions of the Ordinance. For Elderly Housing, no more than one parking space per unit shall be required, and for a multifamily structure of more than three floors, no more than one and one-half parking spaces per unit shall be required.

**E. Streets and Roads.** All streets and roads within the Project shall remain private, and shall not be maintained by Town. The paved surface for private streets and internal travel aisles may range from 20-30 feet in width, exclusive of turn around and pull off parking areas, in accordance with the approved plan for the Property. The owners of the Property shall be responsible for the maintenance of the streets and roads. The portions of the Property in common ownership shall be considered a single lot notwithstanding their separation by private streets and roads.

Streets and roads providing access to a permitted Structure, parking and pedestrian walkways and other improvements shown on the Approved Plan shall be permitted, even if located within 100 feet of the Presumpscot River. Use of existing drainage lines and structures shall be permitted.

**4. Approved Plan:** The Property shall be generally developed and used in accordance with the Plan entitled " \_\_\_\_\_ " prepared by Northeast Civil Solutions dated \_\_\_\_\_, 2005, the accompanying notes and related materials, reduced copies of which are attached hereto as Exhibit C as they may be further approved and amended from time to time pursuant to the provisions of the Windham Site Plan Ordinance and Subdivision Ordinance and this Agreement (the "Approved Plan"). Notwithstanding any other provisions of the Ordinance, the physical layout, dimensions, setbacks, parking and proposed uses and improvements shown on Approved Plan as they may be varied in accordance with Section 5 shall be permitted under the Ordinance.

## 5. Status of Approvals/Amendments.

The Approved Plan has received pre-application Site Plan - Subdivision review for the entire Property under the Town's Site Plan and Subdivision Ordinance. Any amendment which involves the following changes to the terms of this Agreement will require an amendment approved the Town Council after a public hearing:

- i) any change in the permitted uses; and
- ii) any increase in the number of dwelling units beyond the maximum number permitted.

Except for the forgoing, any other changes and any subsequent site plan approvals or subsequent site plans and/or subdivision amendments need only be approved by the Planning Board after a public hearing in accordance with this Agreement, or for changes would otherwise only require Code Enforcement Officer under the Ordinance then the approval then by such officer, without need for further Town Council approval of such changes.

**Deleted:**

**Deleted:** , provided that the Planning Board shall not have the authority to waive the terms of this Agreement

Following the approval of this Agreement, the Owners will then submit the detailed design, landscaping and engineering plans for Planning Board review and approval in accordance with the otherwise applicable provisions of the Ordinance, but the improvements and uses contemplated under this Agreement as they may be varied in accordance with the foregoing shall be allowed.

## 6. Infrastructure.

**A. General.** Within each lot it owns, each Owner shall construct or cause to be constructed sewer and utilities, streets, drainage facilities, esplanades, sidewalks, street lighting, drainage systems, and landscaping to the standards set forth in the site plan/subdivision approval.

The streets shall remain private, subject to an easement for Town emergency access.

**B. Maintenance.** The infrastructure located on the Property shall be maintained by its respective Owner.

**C. Sewer Pump Station.** Owner shall grant to the Town of Windham or its designee title to land necessary for placement of an underground sewer pump station with accompanying easements for mains and access in a mutually agreed upon location to be coordinated with other proposed improvements.

**D. Depot Street Storm Drain.** Owner shall grant to the Town of Windham an easement for an underground storm drain running from Depot Street towards the Presumpscot River, which easement shall be coordinated with the location of the proposed improvements.

**E. Depot Street Sidewalk.** Owners shall construct a public sidewalk running along Depot Street in the public right of way area adjoining each portion of their Property.

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**F. S D Warren Co. Easement and Fence.** Owners shall permit emergency vehicle access over the Property over the 30 foot wide easement located on adjoining land of S.D. Warren Company (d/b/a "Sappi Fine Paper North America") originally reserved in a deed recorded in the Cumberland County Registry of Deeds in Book 2641, Page 44, which runs easterly from Route 202 and shall construct an emergency access gate on the Property. Owners shall construct and maintain a fence along the boundary of their Property and the land of S D Warren in order to prevent inappropriate public access to the dam area.

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*Since this will be imperfect in the long run too strong*

**7. Commencement/Phasing Schedule/Bonding.** Unless extended by the Town, a building permit shall be issued and the construction of the initial Phase shall commence within two (2) years after Owner's receipt of final land use approvals for the Property and shall complete the construction within fifteen (15) years of the date of such approvals.

An Owner need only post a performance guaranty in accordance with the Ordinance Section 140-39 (H) assuring the completion of "Required Improvements" for those Required Improvements to be constructed within each Phase of the Property or which are required to be completed in conjunction with such Phase under this Agreement.

**8. Definitions.** Note: Capitalized terms not otherwise defined herein shall have the meaning set forth in the Town of Windham Zoning Ordinance.

**Agreement:** This Contract Zoning Agreement entered into among the Owner and the Town.

**Approved Plan:** The plan entitled " \_\_\_\_\_ " prepared by Northeast Civil Solutions dated \_\_\_\_\_, 2005, the accompanying notes and related materials approved by the Town Council, reduced copies of which are attached hereto as Exhibit C, as they may be amended from time to time pursuant to the provisions of the Windham Site Plan Ordinance (Chapter 140-38) and Subdivision Regulations (the "Approved Plan").

**Association:** The nonprofit corporation to be formed to operate and administer the Property.

**Lot:** The Lots composing individual portions of the Property as shown on Exhibit C, designed for separate subsequent Planning Board approval, development and use as set forth herein.

**Multi-Family Dwelling:** A building with two or more Dwelling Units, subject to the limitations on numbers of units, units per building, location and age restrictions set forth in this Agreement.



Ordinance: The Town of Windham Land Use and Shoreland Zoning Ordinances as set forth in Chapters 140 and 199 of the Town's Code of Ordinances.

Owner(s): Collectively, VLF, LLC and SWHCorp, and their respective successors and assigns.

Parking Space: See Subsection 3 (E) regarding modifications to the otherwise applicable definitional restrictions under the Ordinance.

Phase: Each portion of the Property designated on Exhibit C to be separately developed in stages.

Planning Board: The Planning Board of the Town of Windham.

Property: The real property located on Route 202 and Depot Street as described in Exhibit A.

SWHCorp: South Windham Housing Corporation, a Maine non-profit corporation, also being an Owner.

Town: The Town of Windham, a municipal corporation located in the County of Cumberland and State of Maine.

Town Council: The Town Council of the Town.

VLF, LLC: VILLAGE AT LITTLE FALLS, LLC a Maine limited liability company, being an Owner.

## **9. General.**

A. Owners shall record this Contract Zoning Agreement in the Cumberland County Registry of Deeds within 30 days after receipt of final land use approvals for the development on the Property. For purposes of identification only, the Town Manager shall sign the full size copies of the plans attached hereto as Exhibit C, marked with the legend:

"Exhibit C to the Village at Little Falls Contract Zoning Agreement dated \_\_\_\_\_, 2005, subject to modification pursuant to said Agreement."

B. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the Property, and this Contract Zoning Agreement may be amended by future written agreement between the Town of Windham and the Owner affected or its successors in interest without need for approval of any other party. In the event all or any portion of the Property is subjected to the Maine Condominium Act (33 M.R.S.A. Section 1601-101 et seq.), then the condominium association organized may act on behalf of all condominium owners.

*Complete  
the names*

C. The provisions of this Contract Zoning shall operate as an "overlay" zone and all other requirements of the underlying Zoning District shall apply except as otherwise set forth herein.

D. The restrictions, provisions and conditions of this Agreement are an essential part of the rezoning, shall run with the Property, shall bind Owners, their heirs, successors in interests and assigns of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town of Windham.

E. Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Land Use, Shoreland Zoning and Subdivision Ordinances of the Town of Windham (as applicable) and any applicable amendments thereto or replacement thereof, provided however that this Agreement and the Ordinance shall be interpreted so as to allow the improvements and uses shown on Exhibit C. The applicable provisions of the Town's Building Code Ordinances shall not be affected by this Agreement.

F. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However the provisions of this Agreement are severable, and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

G. The captions in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

H. No waiver of any of the terms of this Agreement no extension thereof will be deemed to have occurred, or to be effective unless in writing signed by the parties. No course of dealing heretofore or hereafter between the parties, or any failure or delay on the part of any party in exercising any rights or remedies under this Agreement shall operate as a waiver or preclusion of the exercise of any rights or remedies under this Agreement.

I. The Town shall have the power to enforce all conditions and restrictions of this Agreement, both through enforcement action pursuant to 30-A M.R.S.A. §4452 and through legal action for specific performance of this Agreement. In the event that an Owner or its heirs, successors or assigns fail to construct the Property in accordance with this Contract, or in the event of any other breach hereof, and such failure or breach continues for a period of thirty (30) days after written notice of such failure or breach cannot reasonably be remedied or cured within such thirty (30) day period, if such Owner, its heirs, successors or assigns, fails to commence to cure or remedy such failure or breach within said thirty (30) day period and thereafter fails to diligently prosecute such cure or remedy to completion in a reasonable time, then the Town may enforce the performance of this Agreement and recover the costs and expenses of performance from

such Owner or its, heirs, successors or assigns violating this Agreement, which recovery may include the Town's reasonable attorney's fees and expenses.

Witness our hands and seals on \_\_\_\_\_, 2005.

**TOWN OF WINDHAM**

\_\_\_\_\_  
Witness

by: \_\_\_\_\_, Town Manager

**VILLAGE AT LITTLE FALLS, LLC**

\_\_\_\_\_  
Witness

by: \_\_\_\_\_  
Renee Lewis, its Manager

**SOUTH WINDHAM HOUSING CORPORATION**

\_\_\_\_\_  
Witness

by: \_\_\_\_\_  
Dana Totman, its President

- Exhibit A - Copy of Survey Plan  
Exhibit B - Amended Zoning Plan  
Exhibit C - *Full map* Reduced Copy of Site Sketch Plan and accompanying materials

Contract Zone Agmt Vill at Little Falls 3-24-05.doc  
4/18/2005

Deleted: 4/15/2005

Inserted: 4/15/2005

Deleted: 3/28/2005

Contract Zone Agreement

VIL\_RESP01158

**Town of Windham, Maine**

**Planning Board Agenda**

**April 11, 2005 – 7:00 PM**

**Windham Town Office – Council Chambers**

**7:00 PM – Regular Meeting.**

**A. Call to Order.**

**B. Roll Call and Declaration of Quorum.**

**C. Review of the Minutes of Previous Meetings.**

a). Minutes of March 14, 2005

b). Minutes of March 28, 2005

**D. Correspondence. (none)**

**E. Hearings and Presentations.**

**Subdivision Plan Amendment – Final Plan (1)**

- 1. 05-08 Jeffrey Woods Subdivision – Lot #4 Amendment -** Request for Planning Board acknowledgement/approval of an amendment to an approved subdivision plan where two (2) additional lots will be created under the Homestead Exemption after a five (5) year period (the subdivision was originally approved on June 15, 1988). The property under consideration is identified as tax map #16-B, lot #3-4, and is located in the Farm Residential (FR) District where single-family homes on 50,000 square foot lots are permitted as a matter of right.

**Site Plan – Pre-Application Sketch Plan (2)**

- 1. 05-06 Richard P. Waltz Retail Sales and Distribution Building -** Proposal to construct a four thousand, eight hundred (4,800) square foot, one-story retail sales and distribution building, located off Route 302 and Sposedo Road (private road). The property under consideration is identified as tax map #54, lot #5A (portion thereof), and is located in the Commercial I (C-1) District where retail business and establishments, including warehousing and wholesale distribution related thereto, are permitted as a matter of right. *(This item has been placed on the agenda to discuss the Board's observations and concerns relating to the April 9<sup>th</sup> site walk.)*

**VIL\_RESP01159**

2. **05-10 Cumberland County Regional Communications Center Expansion –**  
Proposal to construct a seven thousand, four hundred forty-two (7,442) square foot, one-story addition directly above the existing below-grade facility, located off High Street. The property under consideration is identified as tax map #3, lot #10, and is located in the Medium Density Residential (RM) District where the current use is considered to be a legally existing non-conforming use that can expand by one hundred percent (100%) as a matter of right. *(The project received Zoning Board of Appeals approval for the proposed expansion on August 7, 2004.)*

**Site Plan/ Subdivision Plan Amendment – Final Plan (1)**

1. **04-02 MGM Builders/Route 302 Condominium Development – Unit #5**  
**Request for an Amendment to the Conditions of Approval** - Request to amend the Planning Board's conditions of approval for an amendment to an approved commercial condominium development plan where the proposed building on Unit #5 was increased in size from 1,200 square feet to 5,334 square feet. The property is identified as tax map #21, lot #19A-1 (portion thereof), and is located in the Commercial I (C-1) District. *(This item was tabled at the March 28<sup>th</sup> Planning Board meeting.)*

**F. Other Business.**

**Review of Petitions for Rezoning of Property (2)**

1. **05-09 Lydia Peters Rezoning Request** - Review and discussion of a proposed amendment to the Official Zoning Map of the Town of Windham where portions of the property under consideration would be rezoned from Industrial (I) District to Medium Density Residential (RM) District, and scheduling of a public hearing.
2. **05-07 Bauer & Gilman Rezoning Request** - Review and discussion of a proposed amendment to the Official Shoreland Zoning Map of the Town of Windham where the property under consideration would be rezoned from Resource Protection (RP) to Limited Residential (LR), and further discussion regarding the tentatively scheduled site walk for April 16, 2005.

**Subdivision Plan Update (1)**

1. **03-14 Burrill Farm Subdivision** – Review and discussion of a letter updating the subdivision's status with respect to the MDEP Site Location of Development permit review, and further discussion regarding the next plan submission as outlined under Article V, *Preliminary Plan*, §213-7 (D), *Revised Preliminary Plan/Extension*, and Article VI, *Final Plan*, §213-8 (A), *Submission*, of the Subdivision Ordinance

*He has plans ↑*

**VIL\_RESP01160**

**Review of Petition for Contract Zoning of Property(1)**

- 1. 05-10 Village at Little Falls Contract Zoning Proposal** - Review and discussion of a proposed amendment to the Official Zoning Map/Shoreland Zoning Map of the Town of Windham where the property under consideration would be rezoned General Development (GD) District to a Contract Zone utilizing the current underlying zone as a basis for the contract agreement, and consideration for the scheduling of a future site walk and public hearing.

**G. Administrative Matters.** (none)

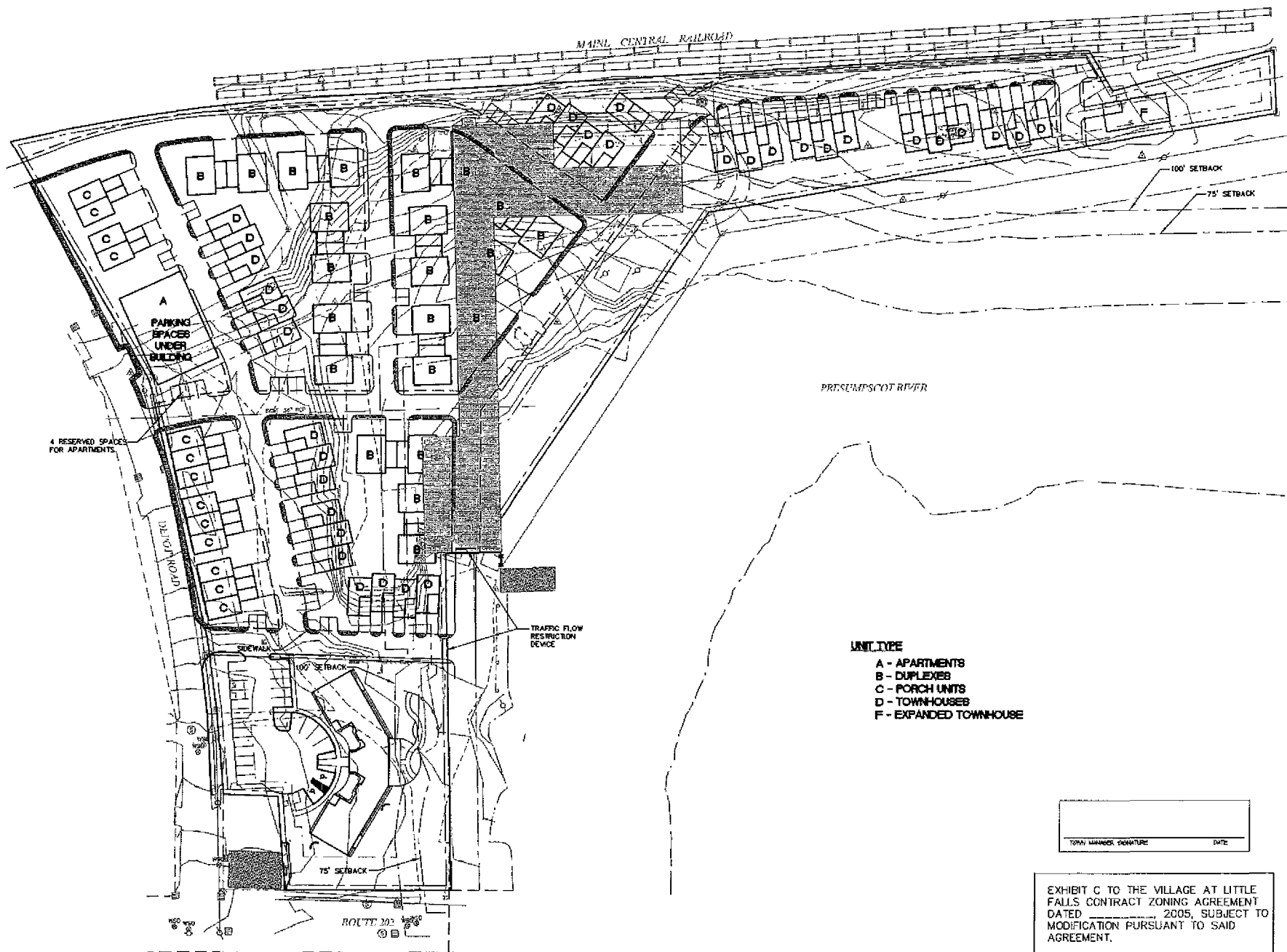
**H. Adjournment.**

**Please inform us of any special requirements you may have due to a disability.**

Should any Planning Board meeting be cancelled due to a storm event, the meeting will be held at the next regularly scheduled Planning Board meeting unless the Planning Board Chair or the Town Planner calls for a special meeting.

For meeting cancellations, please watch the Town of Windham's local cable channel (wccg-tv7) or Channel 6. Cancellation messages will be forwarded to local television stations by 4:30 PM.

**Special note to applicants and their representatives:** The Planning Board will review the agenda at 10:00 PM to see how many items remain. Upon review of the remaining items, the Planning Board may decide not to entertain any new items after 10:30 PM. Any items not heard will be tabled to the next available Planning Board agenda.

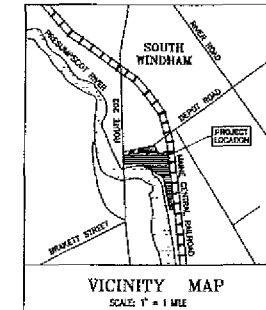


#### UNIT TYPE

- A - APARTMENTS
- B - DUPLEXES
- C - PORCH UNITS
- D - TOWNHOUSES
- F - EXPANDED TOWNHOUSE

TOWN MANAGER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

EXHIBIT C TO THE VILLAGE AT LITTLE FALLS CONTRACT ZONING AGREEMENT DATED \_\_\_\_\_ 2005, SUBJECT TO MODIFICATION PURSUANT TO SAID AGREEMENT.



PROJECT: 25530 DRAWING NAME: 25530-EXHIBIT-C-SITE PLAN  
 DATE: MAY 11, 2005 SCALE: 1"=50'

EXHIBIT C - CONTRACT ZONE PLAN (SITE)  
 ROUTE 202 WINDHAM, MAINE

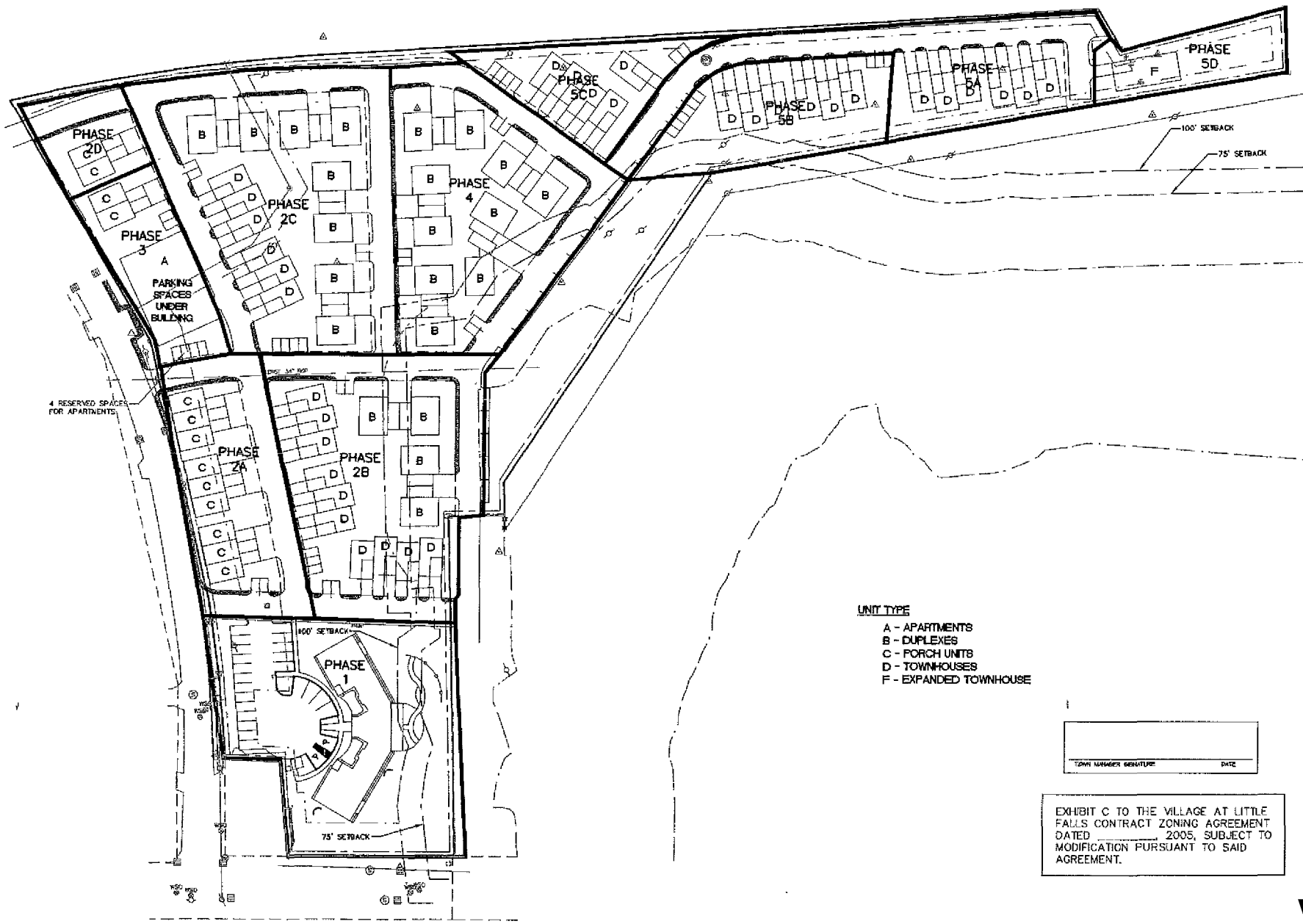
BY: \_\_\_\_\_

VILLAGE AT LITTLE FALLS, LLC &  
 SOUTH WINDHAM HOUSING CORP.

**VIL RESP01162**

**Northeast Civil Solutions**  
 INCORPORATED  
 155 US ROUTE 1, SCARBOROUGH, MAINE 04074  
 TEL: 207.883.1000 FAX: 207.883.1001  
 800.961.2227

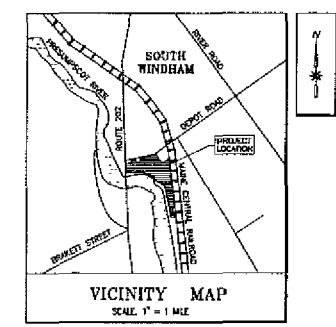
SHEET NO.  
 1 OF 2



- UNIT TYPE
- A - APARTMENTS
  - B - DUPLEXES
  - C - PORCH UNITS
  - D - TOWNHOUSES
  - F - EXPANDED TOWNHOUSE

TOWN MANAGER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

EXHIBIT C TO THE VILLAGE AT LITTLE FALLS CONTRACT ZONING AGREEMENT DATED \_\_\_\_\_ 2005, SUBJECT TO MODIFICATION PURSUANT TO SAID AGREEMENT.



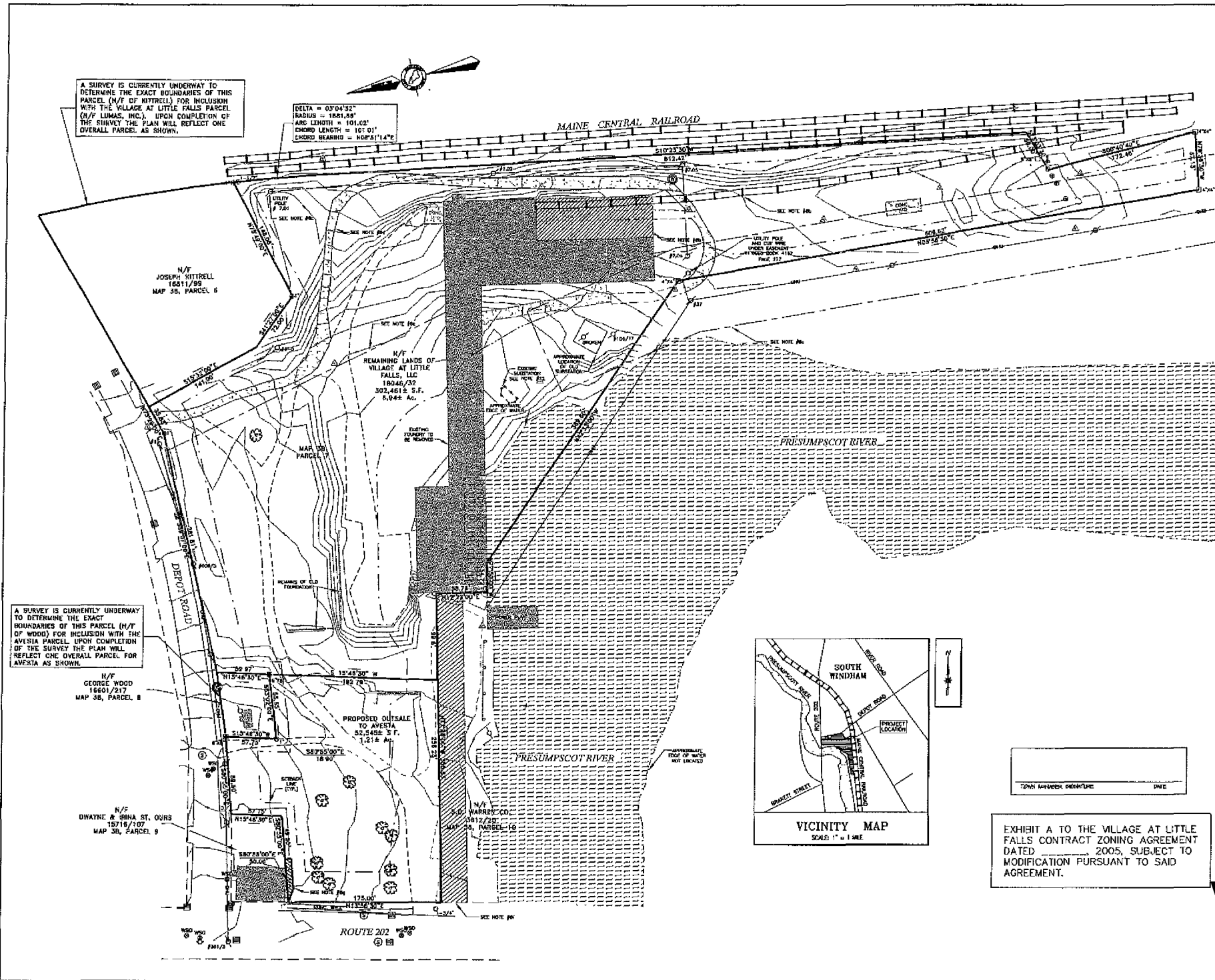
NOTES

PROJECT: 25330 DRAWING NAME: 25330-ERIC-PLANNING  
DATE: MAY 11, 2005 SCALE: 1"=50'  
EXHIBIT C - CONTRACT ZONE PLAN (PHASING)  
ROUTE 202 WINDHAM, MAINE  
VILLAGE AT LITTLE FALLS, LLC &  
SOUTH WINDHAM HOUSING CORP.

**VIL RESP01163**

**Northeast Civil Solutions**  
INCORPORATED  
153 US ROUTE 1, SCARBOROUGH, MAINE 04074  
Tel: 207.883.1000 Fax: 207.883.1001  
www.northeastcivilsolutions.com





A SURVEY IS CURRENTLY UNDERWAY TO DETERMINE THE EXACT BOUNDARIES OF THIS PARCEL (N/F OF KITTRELL) FOR INCLUSION WITH THE VILLAGE AT LITTLE FALLS PARCEL (N/F LUMAS, INC.). UPON COMPLETION OF THE SURVEY THE PLAN WILL REFLECT ONE OVERALL PARCEL AS SHOWN.

DELTA = 03°04'32"  
RADIUS = 1001.08'  
ARC LENGTH = 101.03'  
CHORD LENGTH = 101.01'  
CHORD BEARING = N08°51'14"E

A SURVEY IS CURRENTLY UNDERWAY TO DETERMINE THE EXACT BOUNDARIES OF THIS PARCEL (N/F OF WOOD) FOR INCLUSION WITH THE AVESIA PARCEL UPON COMPLETION OF THE SURVEY THE PLAN WILL REFLECT ONE OVERALL PARCEL FOR AVESIA AS SHOWN.

N/F GEORGE WOOD  
18601/2017  
MAP 36, PARCEL 8

N/F DWAYNE R. HINA ST. OURS  
15718/207  
MAP 30, PARCEL 9

PROPOSED OUTSIDE  
TO AVESIA  
33,545 S.F.  
1.214 A.

VICINITY MAP  
SCALE: 1" = 1 MILE

EXHIBIT A TO THE VILLAGE AT LITTLE FALLS CONTRACT ZONING AGREEMENT DATED 2005, SUBJECT TO MODIFICATION PURSUANT TO SAID AGREEMENT.

### LEGEND

- FOUND FROM P&H (SIZE AS NOTED)
- FOUND FROM ROD (SIZE AS NOTED)
- FOUND CONCRETE MONUMENT (SIZE AS NOTED)
- FOUND GRANITE MONUMENT (SIZE AS NOTED)
- ⊙ FOUND DRILL HOLE
- ⊙ UTILITY POLE (NUMBER AS NOTED)
- ⊙ FOUND DETOXIOUS TREE
- BOUNDARY LINE
- EASEMENT LINE
- EDGE OF WATER
- RICE OF CHANEL
- EDGE OF ROADWAY
- RIGHT-OF-WAY LINE
- DRIVE
- OVERHEAD UTILITY
- ELEVATION CONTOUR

### NOTES

1. THE BASE OF BEARINGS FOR THIS SURVEY IS 1988 MAGNETIC NORTH
2. DEED AND PLAN BOOK REFERENCES ARE TO THE CONCORD COUNTY REGISTRY OF DEEDS (CCHD)
3. RECORD OWNERSHIP OF THE PARCEL SURVEYED CAN BE FOUND IN A DEED FROM PRESUMPSCOT/PROCEED LLC AND DEBORAH WOOD TO LUMAS, INC. DATED SEPTEMBER 8, 2002 AND RECORDED IN DEED BOOK 18048, PAGE 33, CCHD.
4. REFERENCES IS MADE TO THE FOLLOWING PLANS:
  - a. "GEORGE WOOD SITE AND EXPLORATION LOCATION PLAN" BY S.W. COLE ENGINEERING, INC. DATED JANUARY 11, 1986 AND REVISED APRIL 30, 1986.
  - b. "PLAN OF LAND IN SOUTH WINDHAM FOR GRINWELL CORPORATION" BY OWEN HASSELL DATED DECEMBER 1988
  - c. "PLAN OF LAND IN SOUTH WINDHAM FOR GRINWELL COMPANY INC." BY OWEN HASSELL DATED JULY 14, 1989
  - d. "PLAN OF LAND IN SOUTH WINDHAM FOR INDUSTRIAL METAL CONVERTERS" BY OWEN HASSELL, INC. DATED JUNE 19, 1974.
  - e. "PLAN OF CONFORMANCE OF PROPERTY AND EASEMENTS FROM LAWRENCE J. KERRY TO SCOTT PAPER CO. - S.D. WARREN CO. DIVISION" BY LAWRENCE J. KERRY DATED 1974 AND RECORDED IN PLAN BOOK 102, PAGE 24, CCHD.
5. THE PARCEL SURVEYED IS IDENTIFIED ON THE TOWN OF WINDHAM TAX ASSESSOR'S MAP AS PARCEL 7.
6. THE PARCEL SURVEYED IS LOCATED IN THE SHORELAND GENERAL DEVELOPMENT DISTRICT.
7. THE LAYOUT OF DEPOT ROAD AND ROUTE 202 WAS TAKEN FROM THE PLAN RECORDED IN NOTE 4A ABOVE. NO WIDTH WAS REFERENCED. A WIDTH OF 50' FOR DEPOT ROAD AND 84' FOR ROUTE 202 WAS ASSUMED.
8. REFERENCES IS MADE TO THE FOLLOWING EASEMENTS OF RECORD:
  - a. 150' STRIP OF LAND TO ERECT, REPAIR, REBUILD, OPERATE AND MAINTAIN, ELECTRIC TRANSMISSION LINES, DEED BOOK 1787, PAGE 354, CCHD. NO WIDTH STATED.
  - b. EASEMENT OF 80' OF TRACK #7 AND A PERMIT TO CONDUIT OVERHEAD CABLES OVER TRACK #7 TERMINATED AUGUST 28, 1973 IN DEED BOOK 3459, PAGE 302, CCHD.
  - c. UTILITY POLE EASEMENT POLE NUMBERS 7.01-7.04 DEED BOOK 4058, PAGE 360, CCHD. NO WIDTH STATED.
  - d. A RIGHT IN COMMON WITH OTHERS TO PASS AND REPASS OVER, ACROSS AND ALONG EXISTING ROADWAY, AS A MEANS OF ACCESS TO THE ELECTRIC TRANSMISSION LINE AND SUPPORTING POLES, DEED BOOK 4162, PAGE 377, CCHD. NO OVERLAP STATED.
  - e. THE RIGHT OF POWERFUL TO MAINTAIN SAID POLES/LINES DEED BOOK 1780, PAGE 348, CCHD. NO WIDTH STATED.
  - f. RIGHT OF WAY 30' IN WIDTH AND 370' IN LENGTH TO IDENTIFY THE PROPERTY. DEED BOOK 2041, PAGE 44, CCHD.
  - g. AN EASEMENT TO REORGANIZE EXISTING ENCROACHMENTS ALONG THE NORTHERLY LINE, DEED BOOK 1549, PAGE 323, CCHD.
9. THIS SURVEY EXCEPT CHAPTER 90, PART 2, SECTIONS 4-7 OF THE MAINE BOARD OF LANDS FOR PROFESSIONAL LAND SURVEYORS RULES.
10. THE PARCEL SHOWN IS SUBJECT TO THE RIGHT OF CENTRAL MAINE POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, TO OVERFLOW AND FLOOD BY MEANS OF ITS DAM AS SET FORTH IN DEED BOOK 2187, PAGE 245, CCHD.
11. PARCEL SHOWN SUBJECT TO THE OWNER OF THE DAM TO ENTER UPON PARCEL, FOR THE PURPOSES OF CONSTRUCTING, OPERATING AND MAINTAINING ITS DAM, DAMS, ALSO SUBJECT TO THE RIGHT TO PASS AND REPASS FOR ANY AND ALL PURPOSES TO AND FROM DEPOT STREET TO ITS DAM CONSTRUCTED AT LITTLE FALLS ALONG SUITABLE AND CONVENIENT HEAVY OF WAY.
12. THE ABANDONED SANITATION WHICH APPEARS NO LONGER IN USE DOES NOT LIE WITHIN THE EASEMENT. ADDITIONAL RESEARCH INTO THIS MATTER IS RECOMMENDED.

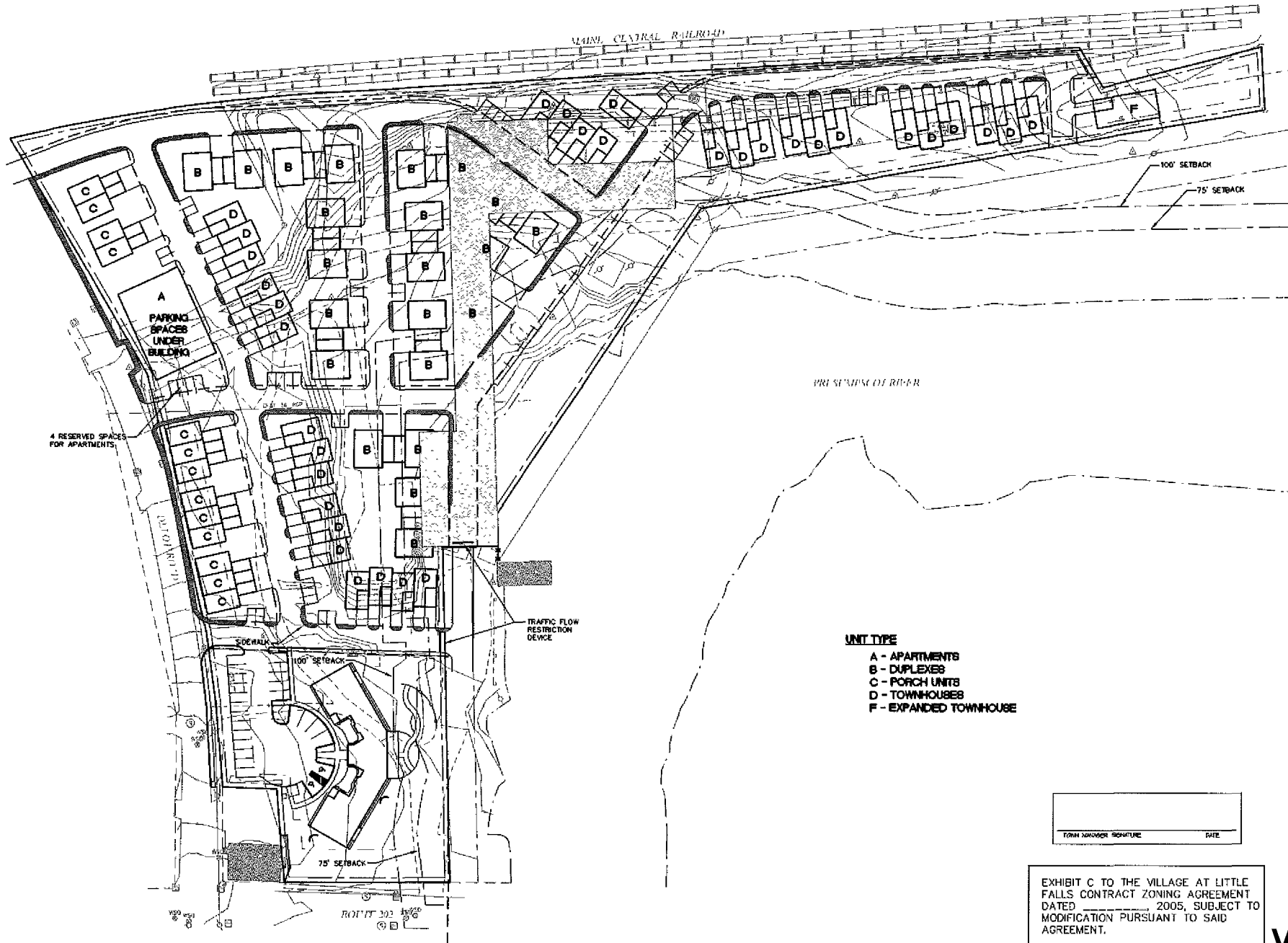
PROJECT: 25300 DRAWING NAME: 25300-CONC-BNDY-LWS  
DATE: MAY 11, 2005 SCALE: 1"=50'

EXHIBIT A-CONTRACT ZONE PLAN (BOUNDARY)  
ROUTE 202 WINDHAM, MAINE

VILLAGE AT LITTLE FALLS, LLC &  
SOUTH WINDHAM HOUSING CORP.

**Northeast Civil Solutions**  
INCORPORATED  
153 US ROUTE 1, SCARBOROUGH, MAINE 04074  
Tel: 207.855.1000 Fax: 207.855.1001  
Cell: 207.855.2322 Email: ncs@ncsolutions.com  
www.ncsolutions.com

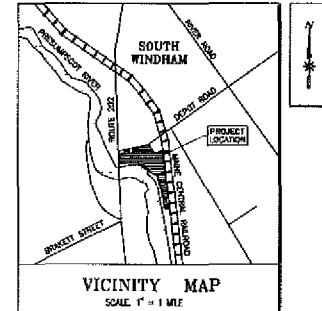
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
CHECKED: \_\_\_\_\_  
APPROVED: \_\_\_\_\_  
SCALE: 1"=50'



- UNIT TYPE**
- A - APARTMENTS
  - B - DUPLEXES
  - C - PORCH UNITS
  - D - TOWNHOUSES
  - F - EXPANDED TOWNHOUSE

\_\_\_\_\_  
 TOWN MANAGER SIGNATURE DATE

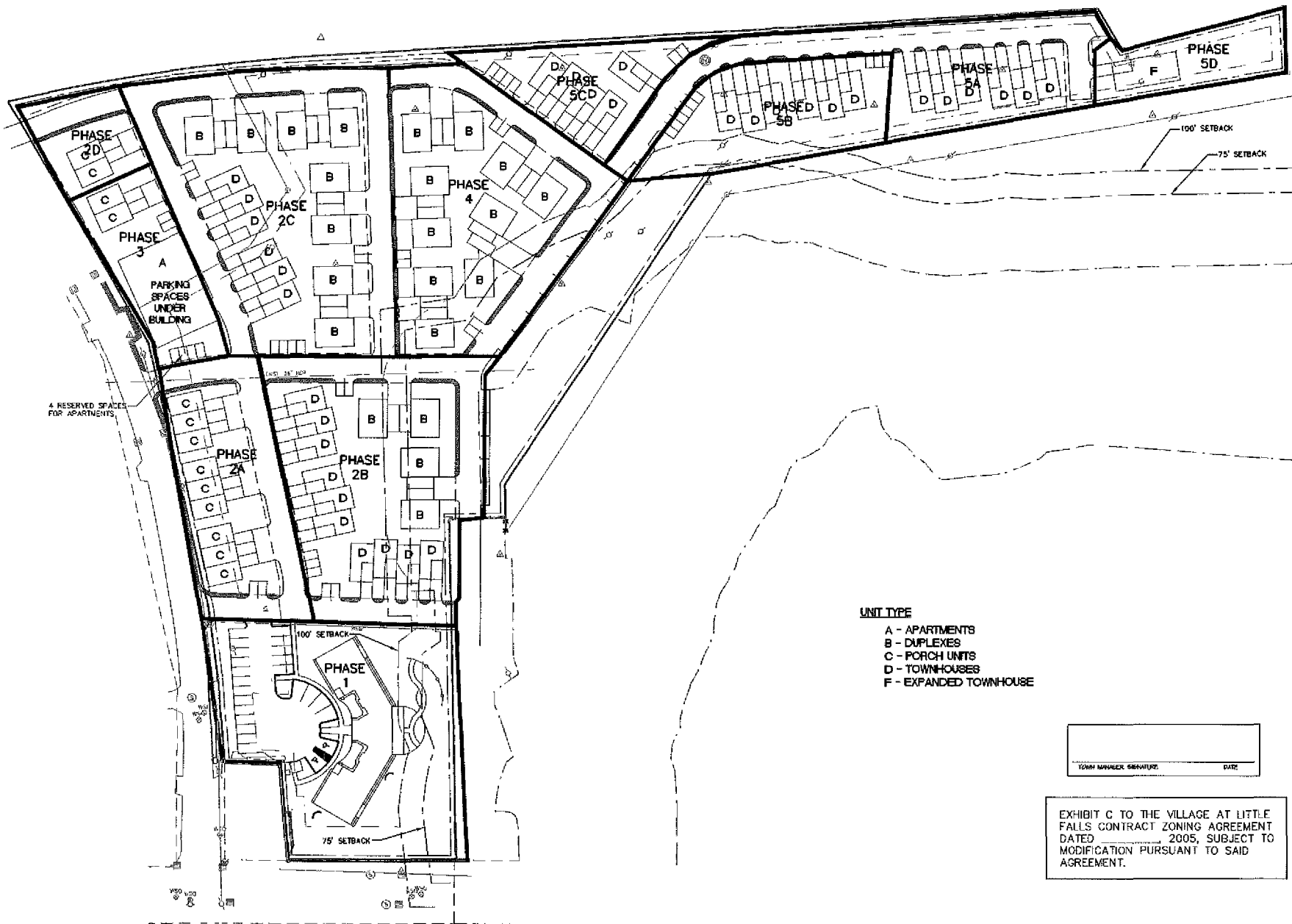
EXHIBIT C TO THE VILLAGE AT LITTLE FALLS CONTRACT ZONING AGREEMENT DATED \_\_\_\_\_ 2005, SUBJECT TO MODIFICATION PURSUANT TO SAID AGREEMENT.



PROJECT: 25530	DRAWING NAME: 25530-EXHC-SITE.DWG
DATE: MAY 11, 2009	SCALE: 1"=50'
Project Name and Location: <b>EXHIBIT C - CONTRACT ZONE PLAN (SITE)</b> ROUTE 202 WINDHAM, MAINE	
From: <b>VILLAGE AT LITTLE FALLS, LLC &amp; SOUTH WINDHAM HOUSING CORP.</b>	
<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;"> <b>VIL RESP01165</b>    <small>INCORPORATED</small> </div> <div> <small>153 US HIGHWAY 1, SCARBOROUGH, MAINE 04074</small>  <small>TEL: 207.863.1900 FAX: 207.863.1901</small>  <small>WWW.NORTHEASTCIVILSOLUTIONS.COM</small> </div> </div>	

SHEET NO.  
1 OF 2

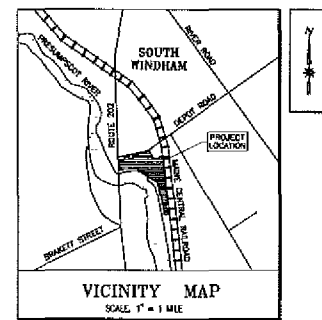
C:\Users\Public\Documents\25530-EXHC-SITE.DWG



- UNIT TYPE**
- A - APARTMENTS
  - B - DUPLEXES
  - C - PORCH UNITS
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\_\_\_\_\_  
TOWN MANAGER SIGNATURE      DATE

EXHIBIT C TO THE VILLAGE AT LITTLE FALLS CONTRACT ZONING AGREEMENT DATED \_\_\_\_\_ 2005, SUBJECT TO MODIFICATION PURSUANT TO SAID AGREEMENT.



**NOTES**

PROJECT: 25530      DRAWING NAME: 25530-EXHIBIT C-PHASING.DWG  
DATE: MAY 11, 2005      SCALE: 1"=50'  
PROJECT OWNER: VILLAGE AT LITTLE FALLS  
**EXHIBIT C - CONTRACT ZONE PLAN (PHASING)**  
ROUTE 202      WINDHAM, MAINE

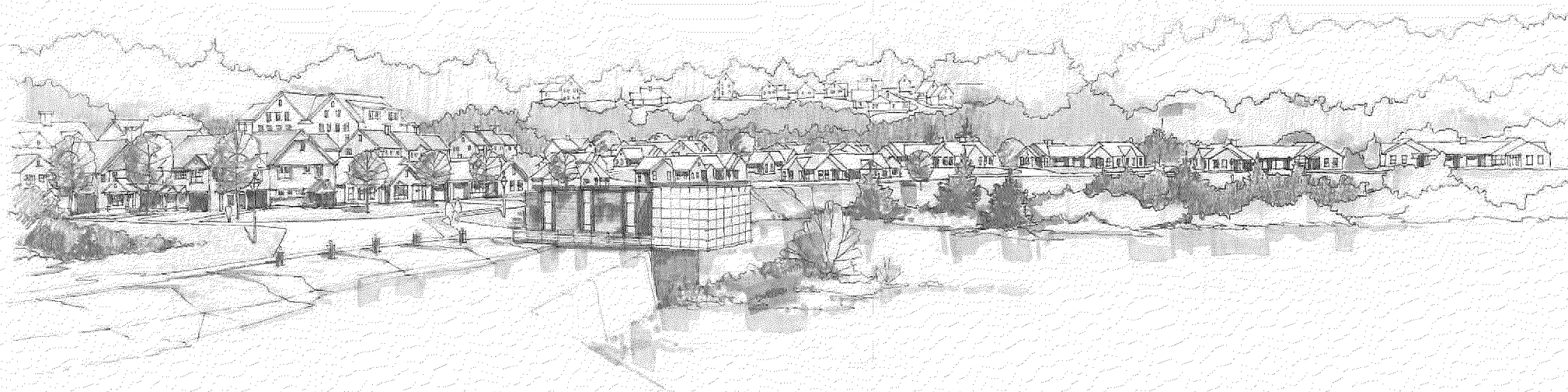
VILLAGE AT LITTLE FALLS, LLC &  
SOUTH WINDHAM HOUSING CORP.

**VIL RESP01166**

**NCS**  
Northeast Civil Solutions  
INCORPORATED  
153 US ROUTE 1, SCARBOROUGH, MAINE 04074  
tel: 207.883.1200 fax: 207.883.1801 e-mail: ncs@northeastcivil.com  
WWW.NCS1227

**SHEET NO.**  
**2 OF 2**





CONCEPTUAL DESIGN  
FOR VILLAGE AT LITTLE FALLS  
SOUTH WINDHAM, MAINE



VIL\_RESP01168

## Table of Contents

- Submission Letter
- Exhibit 1- Narrative Description of the Proposed Development and Contract Zone
- Exhibit 2- Review of Compliance with Zoning Ordinance Requirements
- Exhibit 3- Draft Contract Zoning Agreement, outlining the proposed conditions or restrictions regarding the use and/or development of the property
- Exhibit 3A- Copy of Survey Plan
- Exhibit 3B- Amended Zoning Plan (Pending)
- Exhibit 3C- Reduced and Full Size Copy of Site Sketch Plan
- Exhibit 4- Two Part Study known as “A Plan For the Revitalization of South Windham/ Little Falls Village: Volume II: Options, Strategies, and Recommendations” by Kent Associates

March 28, 2005

Windham Town Council  
Windham Municipal Building  
8 School Road  
Windham, ME 04064

Re: Village at Little Falls Contract Zone Proposal

Dear Councilors:

After two years of preliminary work for property negotiations and environmental investigations, we are pleased to submit this Village at Little Falls Contract Zone proposal. The attached materials meet the requirements of the applicable Town ordinances and are presented in an order that tracks those requirements.

A project of the nature proposed by Village at Little Falls, LLC and South Windham Housing Corporation is simply not contemplated under Windham's present ordinances; there is no existing zone in Windham that provides the necessary legal framework for this type of project. In order to address a broad range of development provisions ranging from density and setback requirement to parking and performance guaranties, a Contract Zone is necessary. The Town of Windham adopted the Contract Zone provisions of its land use ordinances in order to meet the needs of unique sites such as this.

The Contract Zone has the further advantage of defining the improvements to be built, with the key item being the site plan forming a part of the Contract Zone Agreement, giving the both the town and the developer assurances that what is shown on the plan is what will be built.

The proposed Contract Zone establishes the overall legal framework which permits the project to proceed. Once the Contract Zone is approved, the project must then submit all of the street, utility, building, landscaping and storm drainage engineering and design details to the Planning Board for review as otherwise normally required by the town's ordinances. This review falls within the traditional review process handled by the Board and its staff. Preparation of that work requires an additional substantial financial commitment, which it is difficult to make without knowing that the project's concept has been approved under the Contract Zone.

For over a decade, members of the Windham community have contemplated redevelopment of the South Windham area and its sister community, Little Falls in Gorham. We anticipate that the plan presented in this Contract Zone application will

**VIL\_RESP01170**

spur further improvements in the neighborhood. Among the potential benefits of this development are the following:

**1. Revitalization of South Windham.** While other parts of the Town of Windham have improved and benefited from investment over the past years, the South Windham area has been stagnant. While some owners have worked to improve their properties, the area has suffered in part due to the abandonment and deterioration of the Keddy Mill property which dominates the neighborhood.

Demolition of the mill building and development of 24 units of elderly housing and 85 condominiums will bring investment and vitality to the neighborhood.

**2. Location and Existing Development.** The property is well-located, benefiting from proximity to Portland, Gorham, Westbrook, the University of Southern Maine and Sebago Lake. The site is located directly on Route 202, a major transportation artery. It fronts on the Presumpscot River and benefits from views down river. In addition, the property is near the Mountain Division walking trail system. As noted below, these attractive features have long been counteracted by the abandoned mill buildings, which cast a pall on the entire area.

**3. The Mill.** Anyone with a passing familiarity with this site knows that the derelict, reinforced concrete mill building and associated environmental issues have inhibited development for many years.

The Contract Zone permits higher housing densities in order to provide the most critical financial ingredient to cover the mill demolition and remediation costs by spreading these costs over a broader base. While the Contract Zone is not the only financing tool needed to accomplish the overall development, it is a critical component. Without the Contract Zone, the project will not happen.

**4. Neighborhood Support.** The project layout is designed to establish view corridors down to the river and to provide an attractive mix of housing styles to replace the present unattractive structure. Neighbors have expressed a strong desire to see the existing derelict mill building eliminated and to have the site redeveloped.

**5. New Housing.** The existing pattern of development in the area is a close knit, high density mixture of residential and commercial uses.

The project will be consistent with that history and will provide over 100 badly needed new housing units. 24 units will provide rental housing for residents 55 years and older, with income of less than 50% of area median household income. The Avesta Housing 2003 market study shows an unmet demand in the Windham area for 340 units of elderly housing for persons with annual incomes of less than \$15,000.

The condominium units will include one, two and three bedroom units, offering single story cottages, two-story townhouses, two to three-story porch units and elevator-



serviced flats. The property will be age-targeted, appealing to empty-nesters and first time home buyers, but the condominiums will not be age-restricted. Market research supports the development of the units, and the unique market appeal afforded by the river views.

**6. Windham's Comprehensive Plan.** The Town's existing Comprehensive Plan cites the "potential to expand high density residential development" and historic settlement pattern which creates a "neighborhood feel" for the Little Falls neighborhood. Existing industrial uses are designated as being "marginally useful." The plans for the condominium development are in keeping with the Comprehensive Plan. As presented, the development will encourage a neighborhood environment with view to the river, houses facing Depot Road, courtyard areas and walking access to Main Street. In addition, the architecture will be informed and inspired by the traditional buildings in the area, and the higher density housing is similar to the historic development pattern of the neighborhood.

The plans for elderly multifamily housing also addresses needs noted in the Comprehensive Plan which states that there is a particular need for "...smaller units that can accommodate the growing elderly population" and recommends siting elderly housing developments in locations that have convenient access to goods and services, "such as within the town's village areas, which tend to have a mixture of higher density residential and commercial land uses."

The Comprehensive Plan also notes that Windham does not have enough rental units affordable to households with incomes at or below 50% of Area Median Income (AMI), the population that will be served by the 24 unit portion of the project.

This contract zone proposal embodies the long hoped for, but not yet implemented, revitalization of this neighborhood. As described, the proposed uses under the Contract Zone are in keeping with the uses contemplated in the Comprehensive Plan.

**8. Impact on Town Services and Revenues.** We project that at 100% valuation the project will generate a \$20,000,000.00 increase in the Town's tax base. This does not include additional impact gained from off-site improvements and renovations and development elsewhere in the Little Falls neighborhood.

The higher densities permitted by the Contract Zone will help minimize the Town's costs of trash pick-up and school services. Based on research conducted concerning the number of children living in condominium properties and currently enrolled in the Windham School System, only eight additional school children are projected.

The roads within the development will remain private. Maintenance and plowing will be the responsibility of the home owners association, further minimizing the Town's costs.

The developments within the Contract Zone will catalyze the construction of the Little Falls Sewer Conveyance and will increase the customer base for the South Windham sewer system. The resulting revenues should mitigate the need for the Town's historic subsidy of sewer costs and will encourage further development in the area as excess capacity is being built into the proposed Little Falls Conveyance plans. Only about four dozen homes and buildings are now served by the South Windham-Little Falls treatment plant, with over 50% of the costs being covered by the Town's general tax revenues. The pump station site provided by the developer at no cost will also facilitate the addition of additional public sewer users in the neighborhood.

**9. Private Investment.** Elsewhere the massive costs of remediation of the mill might well require a major municipal investment to "jump start" the project. Our innovative approach uses the Contract Zone to increase the density of the development, allowing the project to proceed by spreading the costs of the mill over a greater number of units. This provides a critical financial component to the development

It is no exaggeration for us to say that this project provides a unique opportunity for everyone involved. We look forward to continuing to work with the Town on Village at Little Falls.

Sincerely,

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for Village at Little Falls, LLC

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for South Windham Housing Corporation



## Exhibit 1

### Narrative description of the Proposed Development and Contract Zone

For decades, the community has awaited a viable redevelopment plan for the South Windham/Little Falls Village area including the property covered in the Contract Zone proposal.

A two-part study (Exhibit 4) completed in January 1998 with extensive committee and public input included an inventory of the area and outlined various revitalization strategies. It states: "[The area] boasts good access, a superb natural setting, a strong historic heritage, sound buildings, good infrastructure, solid citizens, and opportunities for redevelopment and growth." Residents outlined their vision for the area during the planning process. It included a mixed use village that is primarily residential, will grow in a planned manner, will be served by an expanded sewage treatment plant, will be safe and attractive for pedestrians, and will have trails along the river. Residents wanted to encourage prospective developers to revitalize the vacant mill buildings. And finally, they wanted to retain the village's historic character and scale.

Among many other components, the plan discusses the redevelopment of the Keddy Mill site. It states that **"this site is critical. It is in the center of the village. It can set the stage for revitalization or, without redevelopment, it can set back progress. At present it looks abandoned yet, with careful planning, it could be a catalyst for widespread redevelopment."** (emphasis added.) The plan outlines some possible redevelopment options, but notes that all would require extraordinary, sustained, public/private effort and commitment.

The proposed redevelopment effort is just that. Working with area residents and the Town of Windham, the developers are designing a project that is sensitive to the community's needs and desires and helps the area achieve its potential.

The proposed development will include 24 units of multifamily housing and 85 units of attached housing designed for sale. The 24 units of multi family housing will be income and age-restricted. All of the apartments are planned as one-bedroom units. The 85 units of attached housing are planned to include a blend of building styles including single story cottages, two-three story porch homes and town homes, as well as one multi-story elevator- serviced building.

The property will be developed with great attention paid to the site lines to the Presumpscot River, the importance of integrating the new housing into the neighborhood through appropriate architectural features, and the development of a sense of community through the creation of courtyards and common areas. The design of the 24 unit elderly building will include seating areas that allow views of Main Street and the river, walking access to Main Street and retention of the existing trees to the extent possible. In addition to removing the current eyesore of the mill building, the design of the 85-unit portion of the property will include opening site lines from Depot Street to the river, orientation of the homes along Depot Street toward the street to encourage a neighborhood feeling and placement of green spaces along the riverfront.

The Contract Zone will be applied to a General Development Shoreland Zone, enabling residential development with the density necessary to accomplish the development.

Exhibit 2

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## Exhibit 2

### Review of Compliance with Zoning Ordinance Requirements

#### **§140-5.1 - Conditional or Contract Zoning. [Approved 5/27/2003 Effective 6/27/2003]**

##### **A. Authority and Purpose.**

Pursuant to 30-A M.R.S.A. § 4352(8), conditional or contract zoning is hereby authorized for development where, for reasons such as the unusual nature or unique location of the development proposed, the Town Council finds it necessary or appropriate to impose, by agreement with the property owner or otherwise, certain conditions or restrictions not generally applicable to other properties similarly zoned. All contract or conditional zoning under this section shall establish rezoned areas which are compatible with the existing and permitted uses within the original zones. Nothing in this section shall authorize a rezoning, or an agreement to change or retain a zone, which is inconsistent with the Town's Comprehensive Plan.

The property is located in South Windham village area, which is a unique high density, post-industrial neighborhood within the largely rural and suburban environment found elsewhere in Windham. Over the years this area has had little new investment due to the depressing impact of the derelict Keddy Mill.

To date the costs of demolition and environmental remediation have precluded redevelopment of this property. These disproportionately high costs need to be recovered by the development of a broad base of housing units. No other property in Windham shares these characteristics. Once rezoned as Shoreland General Development, the multifamily uses will be compatible with existing and permitted uses in the underlying zone.

The Town's Comprehensive Plan designates the existing industrial uses as being "marginally useful" and cites the "potential to expand high density residential development" and the historic settlement pattern which creates a "neighborhood feel" for the Little Falls neighborhood.

All conditions and restrictions imposed shall relate only to the physical development and/or operation of the property and *may include, by way of example:*

##### **a). Limitations on the number and types of uses permitted;**

The proposed Contract Zone provides that the property is to be used for (i) up to 24 apartment units located in one building directly overlooking the Presumpscot River reserved for households with at least one resident who is 55 years of age or older and (ii) up to 85 residential units located in multi-unit buildings, one of which may contain up to 16 units each, and with no age restrictions for such units.

Generally the site plan attached to the Contract Zone as Exhibit C sets forth the general dimensions and layout of the development.



- b). Restrictions on the scale and density of the development;

The scale and density of the Project are to be controlled by the restrictions on the number of units and the site plan as outlined above.

- c). Specifications for the design and layout of the buildings, structures, and other improvements;

The design and layout are to be governed by the site plan and the text of the proposed Contract Zone.

- d). Schedules for commencement and completion of construction, including anticipated schedules (i.e. beginning and completion dates) for all construction phases;

South Windham Housing Corporation anticipates being able to proceed with its 24 units of elderly, low income housing within 30 days of when the Contract Zone is adopted and the Planning Board has approved the project.

The development of the other 85 housing units will proceed in 4 to 6 phases with actual construction being based on sales since no prudent developer would construct units only to have them stand vacant. It is expected that construction will begin within 90 days of Planning Board approval, and development of all phases will take three to five years.

- e). Performance guarantees securing completion and/or maintenance of public and private improvements, and guarantees against defects;

The developers will post the required performance guaranties for each phase as construction is started. Roads and utilities will be private.

As required by the Maine Condominium Act, t the developer will provide a two year warranty against construction defects.

- f). Preservation and enhancement of open spaces and buffers, and protection of natural areas and historic sites;

The project generally honors the buffers created by the required shoreland zoning setbacks from the Presumpscot River except for the replacement of certain units on the footprint of the demolished mill. The location of the 24 unit building has been designed to preserve existing trees along Route 202 as much as possible

The demolition of the derelict mill will greatly enhance the river and the protection of natural areas along the shore.

The demolition of the mill coupled with the view corridors from Depot Street to the river will preserve and enhance open spaces.

The development will also include mitigation of environmental issues which will enhance the short and long-term quality of natural areas.

g). Contributions toward the provisions of municipal services required by the development; and,

The project will donate a critical pump station site and related easements necessary for the construction of the Little Falls Conveyance sewer upgrade, which will facilitate the replacement of the existing Little Falls sewage treatment facility and of the Department of Corrections sewage treatment facility, as well as provide increased sewage capacity for additional users. User fees generated by the project will help reduce or eliminate the Town's existing sewer subsidies.

The project will also grant necessary easements to permit the Town to continue to drain storm water from Depot Street across the property, for which there are currently no easements.

The taxes generated by the anticipated \$20 million valuation coupled with the project's modest impact on town and school services will provide a very significant positive fiscal impact.

h). Provisions for enforcement and remedies for breach of any condition or restriction.

The Contract Zone specifically authorizes the Town to enforce and seek specific performance upon any breach of any condition or restriction.

#### **B. Petition Submission Requirements.**

All petitions for conditional or contract zoning shall contain, at minimum, the following plans and related information:

1). A narrative describing the proposal in detail, indicating the reason or reasons for the rezoning request and how the proposal is in conformance with the comprehensive master plan.

Set forth in this Submission.

2). A written statement outlining the proposed conditions or restrictions regarding the use and/or development of the property under consideration proposed by the petitioner or property owner.

See the Contract Zone Agreement.

3). A petition for conditional or contract zoning that involves development, as defined under §140-42, Definitions, of this ordinance, shall include a site plan and/or subdivision plan reflecting the proposed development, and a black line print of a diagram or a map reflecting the boundaries of the property or properties proposed for rezoning, together with a notation of the current zoning for the entire parcel proposed for rezoning. All site plans shall be prepared in accordance with the site plan requirements set forth in §140-38, Site Plan Review, or of this ordinance. All subdivision plans shall be prepared in accordance with the preliminary subdivision plan requirements set forth in § 213-8 of the Subdivision Ordinance.

See Enclosure for Sketch Plans and Survey.

In those instances where development is not part of a petition for conditional or contract zoning, the petition shall include a black line print of a diagram or a map reflecting the boundaries of the site proposed to be rezoned and the current zoning classification of the site proposed to be rezoned.

All petitions for conditional or contract zoning shall contain twenty (20) copies of all application forms, site plans and/or subdivision plans, zoning district or overlay district diagrams, written statements outlining the proposed conditions or restrictions regarding the use and/or development of the property under consideration, along with any applicable fees associated with the petition. The Town may also require that an applicant provide a draft contract agreement as part of the proposal for rezoning.

### **C. Amendment Procedure.**

- 1). All proposals for Conditional or Contract Zoning shall be submitted, in writing, to the Windham Planning Board at least thirty (30) days prior to the date at which the petitioner/property owner wishes to be heard before the Board. All proposals shall the information required in Subsection B of this section.
- 2). The Planning Board shall review the petition upon its receipt to determine if it is complete and in proper form. Upon review of the proposal, the Planning Board shall hold a public hearing on proposals initiated either by reference from the town council or by citizen (i.e. property owner) petition within thirty (30) days of determining that the petition is both complete and in proper form, unless a greater number of days is authorized by the Town Council or by mutual agreement between the Planning Board and the rezoning petitioner.
- 3). For those Conditional or Contract Zoning proposals that involve development, as defined under §140-42, Definitions, of this ordinance, the Public Hearing portion of the rezoning request shall be held prior to the required Public Hearings for preliminary subdivision plans. Upon closing the Public Hearing, the Planning Board shall prepare and submit its recommendation on the petition for conditional or contract zoning to the Town Council.
- 4). The Planning Board's recommendation to the Town Council shall address the proposal's conformance with the Town's comprehensive master plan.

The Contract Zone Agreement cites specific language of the Town's Comprehensive Plan which supports this proposal.

- 5). The Planning Board's recommendation to the Town Council shall address how the change establishes a rezoned area that is consistent with the existing and permitted uses within the original zoning district.

The pending rezoning to Shoreland General Development District, which allows multifamily housing.

- 6). All proposed conditions and restrictions, including those recommended by the Planning Board for consideration by the Town Council, shall be forwarded as an attachment to the Planning Board's report and recommendation to the Town Council.

The Contract Zone and Exhibit C set forth the proposed conditions and restrictions at length.

The Planning Board shall forward its report and recommendations on the proposal to the Town Council not more than fifteen (15) days after the Planning Board has taken its final vote on the application.

All petitions for Conditional or Contract Zoning should be submitted to the Town Planner, his designee, or a representative of the Community Development Department, on behalf of the Planning Board.

#### **D. Notice of Public Hearing.**

1). Notice to Petitioners: The Planning Board shall give notice of the Public Hearing to the petitioner and/or property owner by mail. Failure of any petitioner and/or property owner to receive such notice shall not necessitate another hearing, shall not constitute grounds for objections by such petitioner, shall not invalidate any recommendation by the Planning Board on such zoning matter, or any final action taken by the Town Council thereon.

2). Public Notice: On all proposals for Conditional or Contract Zoning, notice shall consist of a legal advertisement published in a newspaper of general circulation in the town at least two (2) times, the first at least seven (7) days prior to the date of the Public Hearing, and a copy of the Public Hearing notice shall be posted in the Town Hall at least thirteen (13) days prior to the date of the Public Hearing.

Notice of the Public Hearing shall be mailed to the owners of all property within or abutting the area proposed to be rezoned. Notice shall also be mailed to a public water supplier if the area to be rezoned is within its source water protection area. Notice under this subsection must contain a copy of the proposed conditions or restrictions with a map indicating the property to be rezoned.

3). Manner of Giving Mailed Notice: Mailed notice shall be sent by first class mail at least seven (7) days prior to the Public Hearing date. Notices shall be mailed to the current owner(s) of record and/or addresses shown on the property tax records of the town. Notices shall be deemed given when said notices are mailed.

#### **E. Town Council Approval.**

The Town Council may approve a Conditional or Contract Zoning only if:

1). The change is consistent with the comprehensive master plan.

The preamble to the Contract Zone Agreement discusses and quotes direct from the Comprehensive Plan. In particular:

- The existing industrial uses are designated as being "marginally useful" under the Comprehensive Plan;
- The proposed residential use is in keeping with the historic close knit pattern

of development in the South Windham Little Falls neighborhood and the abutters have expressed a strong desire to see the existing derelict building eliminated. The Comprehensive plan states that incentives, such as density bonuses, should be provided for the clustering of housing in village growth areas and transitional areas.

- The Comprehensive Plan cites the "potential to expand high density residential development" and historic settlement pattern which creates a "neighborhood feel" for the Little Falls neighborhood;
- The goals of the Comprehensive Plan are served by using public sewer and water facilities.
- The Comprehensive Plan states that the property tax implications of development activities should be considered in managing the growth, and this project offers significant financial benefits by (i) minimizing demands on Town services with the private roads within the development, assisting in the resolution of long term financial burdens on the Town of from the will remain private and maintenance and plowing will be the responsibility of the home owners association, further minimizing the Town's cost.
- The Comprehensive Plan states that the Town should alter, as required, existing land use regulations in order to encourage the construction of affordable housing in Windham . . . . In addition, adjust existing building standards, primarily the size of permissible dwelling units, to permit the construction of smaller housing units and apartments for the elderly.

2). The change establishes a rezoned area that is consistent with the existing and permitted uses within the original zoning district.

Multifamily housing is permitted in the General Development District of the Shoreland Zone.

In making its determination that the Conditional or Contract Zoning petition is in conformance with the Town of Windham's Comprehensive Plan, the Town Council shall consider the Planning Board's report and recommendation as part of the council's determination. The Town Council shall also consider any proposed site plans and/or subdivision plans reflecting the proposed use, development or redevelopment of the property under consideration for rezoning and make reference to them, where applicable, when approving the rezoning request.

Exhibit C set forth a site plan and related materials which outline the proposed use, development and redevelopment of the property.

For those proposals that involve the review and approval of a site plan and/or subdivision plan application, the Planning Board shall hold a Final Hearing/Public Hearing regarding the

proposed development after the Town Council has approved the Conditional or Contract Zoning request. The Planning Board shall review the proposed development for compliance with the terms of the conditional or contract zoning as well as the site plan or subdivision standards applicable to the proposed development. [Approved May 27, 2003, Effective June 27, 2003]

Once the Contract Zone is approved by the Town Council, then the extensive engineering and design work will be provided with all the details normally required for review by the Planning Board, including street, utility, building, landscaping and storm drainage improvements required by the Ordinances, but with the benefit of knowing that the project's concept has been approved by the Contract Zone.

Contract Zone Little Falls Exhibit 2 3-25-05.doc  
3/28/2005



Exhibit 3

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VILLAGE AT LITTLE FALLS  
CONTRACT ZONING AGREEMENT

This Contract Zoning Agreement dated as of \_\_\_\_\_, 2005, between and among the **TOWN OF WINDHAM**, a body of corporate and politic, located in the County of Cumberland and State of Maine (the "Town") with a mailing address of 8 School Road, Windham, Maine, and **VILLAGE AT LITTLE FALLS, LLC**, a Maine limited liability company ("VLF, LLC") with a mailing address of 2 Market Street, Portland, Maine 04101, and **SOUTH WINDHAM HOUSING CORPORATION**, a Maine non-profit corporation ("SWHCorp") with a mailing address of 307 Cumberland Avenue, Portland, Maine 04101 (VLF, LLC and SWHCorp are collectively referred to herein as "Owner" or "Owners").

WHEREAS the Town is authorized to enter into contract zoning agreements pursuant to the Windham Shoreland Zoning Ordinance (Section 199-8(B)(2)), the provisions of the Windham Land Use Ordinance incorporated therein by reference (Section 140-5.1) and the provisions of 30-A M.R.S.A. Section 4352(8);

WHEREAS, VLF, LLC either owns or has entered into contracts to purchase parcels of real estate located on Route 202 and Depot Street Windham, Maine fronting on the Presumpscot River consisting of approximately 9.1 acres, generally being shown on the Town's Tax Map 38, Parcels 6, 7 and 8, and SWHCorp has separately entered into a contract to purchase a portion of Parcel 7, all of which property is shown on the attached Exhibit A (collectively hereinafter the "Property");

WHEREAS, the Property is currently located in the Shoreland Zone General Development District Zone ("GD Zone"), a portion of the Property having been heretofore rezoned from the Industrial Zone by action of the Town Council;

WHEREAS the poor condition and squalid appearance of the derelict industrial building, which is currently the most prominent portion of the Property, constitutes a blight preventing the development of the Property and is inhibiting the redevelopment of other properties in the South Windham Little Falls neighborhood;

WHEREAS, Owner proposes to construct an attractive mixed-income multi-unit residential development with attached and senior housing and apartments (the "Project");

WHEREAS the existing industrial uses are designated as being "marginally useful" under the Town's Comprehensive Plan, and the cost of demolition of the derelict industrial building has prevented the Project from moving forward;

WHEREAS the proposed residential use is in keeping with the historic close knit pattern of development in the South Windham Little Falls neighborhood and the abutters have expressed a strong desire to see the existing derelict building eliminated;

REVISED 5/20/05

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WHEREAS the Town's Comprehensive Plan cites the "potential to expand high density residential development" and historic settlement pattern which creates a "neighborhood feel" for the Little Falls neighborhood, but notes the lack of a critical mass of nearby residential development;

WHEREAS, the Project serves the goals of the Comprehensive Plan by using public sewer and water facilities;

WHEREAS, the roads within the development will remain private and maintenance and plowing will be the responsibility of the then owners of the Property , further minimizing the Town's costs;

WHEREAS, the rezoning provided in this Agreement, therefore, would be consistent with the Windham Comprehensive Plan; and

WHEREAS, the Town of Windham, by and through its Town Council, therefore, has determined that the said rezoning would be pursuant to and consistent with the Town's local growth program and Comprehensive Plan adopted pursuant to Title 30-A, Maine Revised Statutes, Chapter 187, Sub-part 6-A, and consistent with the existing and permitted uses within the GD Zone and has authorized the executive of this Contract Zoning Agreement.

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. **Zoning Map Amendment.** The Town hereby amends the Zoning Map of the Town of Windham, by adopting the zoning map change amendment shown on Exhibit B.

2. **Village at Little Falls Contract Zoning District.** The Town hereby creates a Village at Little Falls Contract Zoning District as defined herein which shall apply to the Property. For purposes of this Agreement, the Village at Little Falls Contract Zoning District means a residential development which may include multi-unit residences (apartment and condominiums), age restricted senior housing with traditional short blocks and interconnecting local streets, enhanced river views, and space and bulk standards consistent with traditional village design, all as further set forth in this Agreement.

The general schematic street layout, open space and distribution of uses in the Project shall conform to the Contract Zone Plan as hereinafter defined.

3. **Permitted Densities, Uses and Dimensional Criteria.**

A. **Density:** The density of the Project shall be as follows:

Up to 24 apartment units located in one building on a separate Lot, reserved for residents with persons 55 years of age or older or households with at least one resident who is 55 years of age or older; and

Contract Zone Agreement

Up to 85 residential units located in multi-unit buildings on a separate Lot, one of which buildings may contain up to 16 units and with the remaining buildings containing up to 4 units each, with no age restrictions for any of these 85 units.

The Project shall be connected to public sanitary sewer services.

All buildings shall have an automatic fire sprinkler system installed by the Owners, with the construction of the system meeting the standards of the BOCA Code, the NFPA standards or equivalent as determined by the Chief of the Town of Windham's Fire Department. The location and number of hydrants within the Project shall be subject to the approval of the Fire Chief.

**B. Uses.** The permitted uses in the Project shall be:

One Family and Multi-Family Dwellings;

Elderly Housing;

Those Uses and Special Exceptions to the extent allowed and subject to the conditions and restrictions applicable to the underlying GD Zone as it may be amended, subject to such review which would otherwise be required if the Property were not subject to this Agreement, and excluding Industrial and Manufacturing uses;

Home Occupations, Residential Recreational Facilities and community building and Association office maintenance facilities;

Public Utilities Facilities; and

Accessory Uses.

**C. Residential Dimensional, Parking and Design Criteria.**

- i) Multi-Family Lot Size: No restriction on lot size or number of Dwelling Units per lot, but no more than 24 Dwelling Units per building for Elderly Housing and 16 dwelling units per building for other Multi-Family Dwellings shall be allowed.
- ii) Minimum front yard all buildings: 5 feet.
- iii) Minimum side yards all buildings: 5 feet.
- iv) Minimum rear yards all buildings: 5 feet.

v) Presumpscot River setback and frontage: New Dwelling Units and accompanying improvements may be built in the locations as shown on Contract Zone Plan as they may be subsequently varied with Planning Board approval under Section 5, without need for Code Enforcement Officer approval under Section 199-12 of the Ordinance for the demolition of the existing nonconforming structures, the construction of the new structures shown on the Contract Zone Plan and change in use to multi-unit residential. In addition, existing utility lines located on the Property may be relocated closer to the river in order to lower their visual profile. Applicable minimum shore frontage per family shall not apply to the number of dwellings permitted under this Agreement.

Deleted: abutting land

vi) Maximum structure, parking and non-vegetated surface coverage: 75% measured over the Project as a whole.

vii) Height: 65 feet, measured from the mean "as completed" finished grade to the highest point on the roof for the 24 unit and the 16 unit buildings and 35 feet for all other buildings, such measurement otherwise to be in accordance with the Ordinance.

viii) Notwithstanding the construction of multiple structures on a single lot, the compliance with dimensional requirements shall be calculated for each structure with respect to the lot as a whole and not with respect to each structure and dwelling separately.

**D. Parking.** The dimensions of the parking spaces shall be a minimum of 9 feet by 18 feet but need not measure more than a minimum of 9 feet by 18 feet (except as otherwise required by law for handicapped parking). parking spaces shall include garage spaces and spaces located in private driveways leading into garages, notwithstanding the otherwise applicable provisions of the Ordinance. For Elderly Housing, no more than one parking space per unit shall be required, and for a multifamily structure of more than three floors, no more than one and one-half parking spaces per unit shall be required.

**E. Streets, Roads and Sidewalks.** All streets and roads within the Project shall remain private, and shall not be maintained by Town. The paved surface for private streets and internal travel aisles may range from 22-30 feet in width, exclusive of turn around and pull off parking areas, in accordance with the Contract Zone Plan for the Property. The required "right of way" for each street under the Subdivision Ordinance including the pavement, sidewalk and utility installation area need only be a minimum of 30 feet in total width, which need not be centered on the pavement, and may otherwise have the locations and dimensions as shown on the Contract Zone Plan notwithstanding the otherwise applicable Ordinance requirements for such streets.

Each Owner shall construct the sidewalks as shown on the Contract Zone Plan, including without limitation the sidewalks running along the Town's abutting Depot Street right of way and the sidewalks located within the Project.

The then owners of the Property shall be responsible for the maintenance of the streets, roads and sidewalks. The portions of the Property in common ownership shall be considered a single lot notwithstanding their separation by private streets and roads.

Streets, roads and sidewalks providing access to a permitted Structure, parking and pedestrian walkways and other improvements shown on the Contract Zone Plan shall be permitted, even if located within 100 feet of the Presumpscot River. Use of existing drainage lines and structures shall be permitted.

**4. Contract Zone Plan.** The Property shall be generally developed and used in accordance with the Contract Zone Plan, reduced copies of which are attached hereto as Exhibit C as it may be further approved and amended from time to time pursuant to the provisions of the Windham Site Plan Ordinance and Subdivision Ordinance and this Agreement (the "Contract Zone Plan"). Notwithstanding any other provisions of the Ordinance, the physical layout, dimensions, setbacks, parking and proposed uses and improvements shown on Contract Zone Plan as they may be varied in accordance with Section 5 shall be permitted under the Ordinance.

**5. Status of Approvals/Amendments.**

The Contract Zone Plan has received pre-application Site Plan - Subdivision review for the entire Property under the Town's Site Plan and Subdivision Ordinance. Any amendment which involves the following changes to the terms of this Agreement will require an amendment approved by the Town Council after a public hearing:

- i) any change in the permitted uses; and
- ii) any increase in the number of dwelling units beyond the maximum number permitted.

Except for the forgoing, any other changes and any subsequent site plan approvals or subsequent site plans and/or subdivision amendments need only be approved by either (i) the Planning Board after a public hearing in accordance with this Agreement, or (ii) for changes that would otherwise only require Code Enforcement Officer approval under the Ordinance, then the approval by such officer, all without need for further Town Council approval of such changes.

Following the approval of this Agreement, the Owner will then submit the detailed design, landscaping, traffic, and engineering plans and specifications for Planning Board review and approval in accordance with the otherwise applicable provisions of the Ordinance. Such review and approval shall include attention to the specifics of sewer and utilities, streets (including turning radii), sidewalks, drainage facilities, hydrants, street lighting, storm water and drainage systems, recreational facilities or impact fees, river safety, snow removal and disposal areas, on street parking designations and restrictions, trash removal, and landscaping, but the improvements and uses contemplated under this Agreement as they may be varied in accordance with the foregoing shall be allowed.



## **6. Infrastructure.**

**A. General.** Within each lot it owns, each Owner shall construct or cause to be constructed sewer and utilities, streets, drainage facilities, esplanades, sidewalks, street lighting, drainage systems, and landscaping to the standards set forth in the final site plan/subdivision approval following the execution of this Agreement.

The streets shall remain private, subject to an easement for Town emergency access.

**B. Maintenance.** The infrastructure located on the Property shall be maintained by its respective Owner.

**C. Sewer Pump Station.** Owner shall grant to the Town of Windham or its designee title to land necessary for construction of an underground sewer pump station with accompanying easements for mains and access in a mutually agreed upon location to be coordinated with other proposed improvements.

**D. Depot Street Storm Drain.** Owner shall grant to the Town of Windham an easement for an underground storm drain running from Depot Street towards the Presumpscot River, which easement shall be coordinated with the location of the proposed improvements.

**E. Depot Street Sidewalk.** Owners shall construct a public sidewalk running along Depot Street in the public right of way area adjoining each portion of their Property.

**F. S D Warren Co. Easement and Fence.** Owners shall permit emergency vehicle access over the Property over the 30 foot wide easement located on adjoining land of S.D. Warren Company (d/b/a "Sappi Fine Paper North America") originally reserved in a deed recorded in the Cumberland County Registry of Deeds in Book 2641, Page 44, which runs easterly from Route 202.

Owner shall construct and maintain a fence along the foregoing easement at the boundary of their Property with the land of S D Warren in order to prevent inappropriate public access to the dam area but shall construct an emergency access with traffic flow restriction devices approved by the Town Fire Chief on its Property permitting access by emergency vehicles through the fence.

**7. Commencement/Phasing Schedule/Bonding.** Unless extended by the Town, a building permit shall be issued and the construction of the initial Phase shall commence within two (2) years after Owner's receipt of final land use approvals for the Property and shall complete the construction of the final Phase under this Agreement within fifteen (15) years of the date of receipt of such approvals.

An Owner need only post a performance guaranty in accordance with the Ordinance Section 140-39 (H) assuring the completion of "Required Improvements" for

those Required Improvements to be constructed within each Phase or sub-Phase of the Property or which are required to be completed in conjunction with such Phase or sub-Phase under this Agreement.

**8. Definitions.** Note: Capitalized terms not otherwise defined herein shall have the meaning set forth in the Town of Windham Zoning Ordinance.

Agreement: This Contract Zoning Agreement entered into among the Owner and the Town.

Association: The nonprofit corporation which may be formed pursuant to the Maine Condominium Act to operate and administer a portion of the Property.

Contract Zone Plan: The plans entitled "Exhibit C - Contract Zone Plan" prepared by Northeast Civil Solutions dated May 11, 2005 consisting of sheets #1 (site) and #2 (phasing), the accompanying notes and related materials approved by the Town Council, reduced copies of which are attached hereto as Exhibit C, as they may be amended from time to time pursuant to the provisions of the Windham Site Plan Ordinance (Chapter 140-38) and Subdivision Regulations (the "Contract Zone Plan").

Lot: The Lots composing individual portions of the Property as shown on Exhibit C, designed for separate subsequent Planning Board approval, development and use as set forth herein.

Multi-Family Dwelling: A building with two or more Dwelling Units, subject to the limitations on numbers of units, units per building, location and age restrictions set forth in this Agreement.

Ordinance: The Town of Windham Land Use, Shoreland Zoning and as applicable the Subdivision Ordinances as set forth in Chapters 140, 199 and 215 of the Town's Code of Ordinances.

Owner(s): Collectively, VLF, LLC and SWHCorp, and their respective successors and assigns.

Parking Space: See Subsection 3 (E) regarding modifications to the otherwise applicable definitional restrictions under the Ordinance.

Phase: Each portion of the Property designated on Exhibit C to be separately developed in stages substantially as shown on Exhibit C.

Planning Board: The Planning Board of the Town of Windham.

Property: The real property located on Route 202 and Depot Street as described in Exhibit A.

SWHCorp: South Windham Housing Corporation, a Maine non-profit corporation, also being an Owner.

Town: The Town of Windham, a municipal corporation located in the County of Cumberland and State of Maine.

Town Council: The Town Council of the Town.

VLF, LLC: Village At Little Falls, LLC a Maine limited liability company, being an Owner.

#### **9. General.**

A. Owners shall record this Contract Zoning Agreement in the Cumberland County Registry of Deeds within 30 days after receipt of final land use approvals for the development on the Property. For purposes of identification only, the Town Manager shall sign the full size copies of the plans attached hereto as Exhibit C, marked with the legend:

"Exhibit C to the Village at Little Falls Contract Zoning Agreement dated \_\_\_\_\_, 2005, subject to modification pursuant to said Agreement."

B. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the Property, and this Contract Zoning Agreement may be amended by future written agreement between the Town of Windham and the Owner affected or its successors in interest without need for approval of any other party. In the event all or any portion of the Property is subjected to the Maine Condominium Act (33 M.R.S.A. Section 1601-101 et seq.), then the Association organized may act on behalf of all condominium owners.

C. The provisions of this Contract Zoning shall operate as an "overlay" zone and all other requirements of the underlying Zoning District shall apply except as otherwise set forth herein.

D. The restrictions, provisions and conditions of this Agreement are an essential part of the rezoning, shall run with the Property, shall bind Owners, their heirs, successors in interests and assigns of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town of Windham.

E. Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Land Use, Shoreland Zoning and Subdivision Ordinances of the Town of Windham (as applicable) and any applicable amendments thereto or replacement thereof, provided however that this Agreement and the Ordinance shall be interpreted so as to allow the improvements and uses shown on Exhibit C. The applicable provisions of the Town's Building Code Ordinances shall not be affected by this Agreement.

Contract Zone Agreement

F. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However the provisions of this Agreement are severable, and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

G. The captions in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

H. No waiver of any of the terms of this Agreement no extension thereof will be deemed to have occurred, or to be effective unless in writing signed by the parties. No course of dealing heretofore or hereafter between the parties, or any failure or delay on the part of any party in exercising any rights or remedies under this Agreement shall operate as a waiver or preclusion of the exercise of any rights or remedies under this Agreement.

I. The Town shall have the power to enforce all conditions and restrictions of this Agreement, both through enforcement action pursuant to 30-A M.R.S.A. §4452 and through legal action for specific performance of this Agreement. In the event that an Owner or its heirs, successors or assigns fail to construct the Property in accordance with this Contract, or in the event of any other breach hereof, and such failure or breach continues for a period of thirty (30) days after written notice of such failure or breach cannot reasonably be remedied or cured within such thirty (30) day period, if such Owner, its heirs, successors or assigns, fails to commence to cure or remedy such failure or breach within said thirty (30) day period and thereafter fails to diligently prosecute such cure or remedy to completion in a reasonable time, then the Town may enforce the performance of this Agreement and recover the costs and expenses of performance from such Owner or its, heirs, successors or assigns violating this Agreement, which recovery may include the Town's reasonable attorney's fees and expenses.

Witness our hands and seals on \_\_\_\_\_, 2005.

**TOWN OF WINDHAM**

\_\_\_\_\_  
Witness

by: \_\_\_\_\_, Town Manager

**VILLAGE AT LITTLE FALLS, LLC**

\_\_\_\_\_  
Witness

by: \_\_\_\_\_  
Renee Lewis, its Manager

**SOUTH WINDHAM HOUSING  
CORPORATION**

\_\_\_\_\_  
Witness

by: \_\_\_\_\_  
Dana Totman, its President

- Exhibit A - Copy of Survey Plan
- Exhibit B - Amended Zoning Plan
- Exhibit C - Reduced Copies of "Exhibit C – Contract Zone Plan" prepared by  
Northeast Civil Solutions dated May 11, 2004, consisting of 2 sheets

Contract Zone Agmt Vill at Little Falls 5-20-05.doc  
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Exhibit 3  
Draft Contract Zoning Agreements

VILLAGE AT LITTLE FALLS  
CONTRACT ZONING AGREEMENT

This Contract Zoning Agreement dated as of \_\_\_\_\_, 2005, between and among the **TOWN OF WINDHAM**, a body of corporate and politic, located in the County of Cumberland and State of Maine (the "Town") with a mailing address of 8 School Road, Windham, Maine, and **VILLAGE AT LITTLE FALLS, LLC**, a Maine limited liability company ("VLF, LLC") with a mailing address of 2 Market Street, Portland, Maine 04101, and **SOUTH WINDHAM HOUSING CORPORATION**, a Maine non-profit corporation ("SWHCorp") with a mailing address of 307 Cumberland Avenue, Portland, Maine 04101 (VLF, LLC and SWHCorp are collectively referred to herein as "Owner" or "Owners").

WHEREAS the Town is authorized to enter into contract zoning agreements pursuant to the Windham Shoreland Zoning Ordinance (Section 199-8(B)(2)), the provisions of the Windham Land Use Ordinance incorporated therein by reference (Section 140-5.1) and the provisions of 30-A M.R.S.A. Section 4352(8).

WHEREAS, VLF, LLC either owns or has entered into contracts to purchase parcels of real estate located on Route 202 and Depot Street Windham, Maine fronting on the Presumpscot River consisting of approximately 9.1 acres, generally being shown on the Town's Tax Map 38, Parcels 6, 7 and 8, and SWHCorp has separately entered into a contract to purchase a portion of Parcel 7, all of which property is shown on the attached Exhibit A (collectively hereinafter the "Property"); and

WHEREAS, the Property is currently located in the Shoreland Zone General Development District Zone ("GD Zone"), a portion of the Property having been heretofore rezoned from the Industrial Zone by action of the Town Council; and

WHEREAS the poor condition and squalid appearance of the derelict industrial building, which is currently the most prominent portion of the Property, constitutes a blight preventing the development of the Property and is inhibiting the redevelopment of other properties in the South Windham Little Falls neighborhood; and

WHEREAS, Owner proposes to construct an attractive mixed-income multi-unit residential development with attached and senior housing and apartments (the "Project");

WHEREAS the existing industrial uses are designated as being "marginally useful" under the Town's Comprehensive Plan, and the cost of demolition of the derelict industrial building has prevented the Project from moving forward;

WHEREAS the proposed residential use is in keeping with the historic close knit



pattern of development in the South Windham Little Falls neighborhood and the abutters have expressed a strong desire to see the existing derelict building eliminated;

WHEREAS the Town's Comprehensive Plan cites the "potential to expand high density residential development" and historic settlement pattern which creates a "neighborhood feel" for the Little Falls neighborhood, but notes the lack of a critical mass of nearby residential development;

WHEREAS, the Project serves the goals of the Comprehensive Plan by using public sewer and water facilities; and

WHEREAS, the roads within the development will remain private and maintenance and plowing will be the responsibility of the home owners association, further minimizing the Town's costs; and

WHEREAS, the rezoning provided in this Agreement, therefore, would be consistent with the Windham Comprehensive Plan;

WHEREAS, the Town of Windham, by and through its Town Council, therefore, has determined that the said rezoning would be pursuant to and consistent with the Town's local growth program and Comprehensive Plan adopted pursuant to Title 30-A, Maine Revised Statutes, Chapter 187, Sub-part 6-A, and consistent with the existing and permitted uses within the GD Zone and has authorized the executive of this Contract Zoning Agreement.

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

**1. Zoning Map Amendment.** The Town hereby amends the Zoning Map of the Town of Windham, by adopting the zoning map change amendment shown on Exhibit B.

**2. Village at Little Falls Contract Zoning District.** The Town hereby creates a Village at Little Falls Contract Zoning District as defined herein which shall apply to the Property. For purposes of this Agreement, the Village at Little Falls Contract Zoning District means a residential development which may include multi-unit residences (apartment and condominiums), age restricted senior housing with traditional short blocks and interconnecting local streets, enhanced river views, and space and bulk standards consistent with traditional village design, all as further set forth in this Agreement.

The general schematic street layout, open space and distribution of uses in the Project shall conform to the Approved Plan as hereinafter defined.

**3. Permitted Densities, Uses and Dimensional Criteria.**

**A. Density.** The density of the Project shall be as follows:

Up to 24 apartment units located in one building on a separate Lot, reserved for residents with persons 55 years of age or older or households with at least one resident who is 55 years of age or older; and

Up to 85 residential units located in multi-unit buildings on a separate Lot, one of which buildings may contain up to 16 units with parking underneath and with the remaining buildings containing up to 4 units each, with no age restrictions for any such units.

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The Project shall be connected to public sanitary sewer services.

**B. Uses.** The permitted uses in the Project shall be:

One Family and Multi-Family Dwellings;

Elderly Housing;

Those Uses and Special Exceptions to the extent allowed and subject to the conditions and restrictions applicable to the underlying GD Zone as it may be amended, subject to such review which would otherwise be required if the Property were not subject to this Agreement, and excluding Industrial and Manufacturing uses;

Home Occupations, Residential Recreational Facilities and community building and Association office maintenance facilities;

Public Utilities Facilities; and

Accessory Uses.

**C. Residential Dimensional, Parking and Design Criteria.**

- i) Multi-Family Lot Size: No restriction on lot size or number of Dwelling Units per lot, but no more than 24 Dwelling Units per building for Elderly Housing and 16 dwelling units per building for other Multi-Family Dwellings shall be allowed.
- ii) Minimum front yard all buildings: 5 feet.
- iii) Minimum side yards all buildings: 5 feet.
- iv) Minimum rear yards all buildings: 5 feet.
- v) Presumpscot River setback and frontage: New Dwelling Units and accompanying improvements may be built in the locations as shown on Approved Plan as they may be subsequently varied with Planning Board approval under Section 5, without need for Code Enforcement Officer

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approval under Section 199-12 of the Ordinance for the demolition of the existing nonconforming structures, the construction of the new structures shown on the Approved Plan and change in use to multi-unit residential. In addition, existing utility lines located on abutting land may be relocated closer to the river in order to lower their visual profile. Applicable minimum shore frontage per family shall not apply to the number of dwellings permitted under this Agreement.

- vi) Maximum structure, parking and non-vegetated surface coverage: 75% measured over the Project as a whole.
- vii) Height: 65 feet, measured from grade to the highest point on the roof.
- viii) Notwithstanding the construction of multiple structures on a single lot, the compliance with dimensional requirements shall be calculated for each structure with respect to the lot as a whole and not with respect to each structure and dwelling separately.

**D. Parking.** Parking spaces need not measure more than 9 feet by 18 feet (except as otherwise required by law for handicapped parking) and Parking Spaces shall include garage spaces and spaces located in private driveways leading into garages, notwithstanding the otherwise applicable provisions of the Ordinance. For Elderly Housing, no more than one parking space per unit shall be required, and for a multifamily structure of more than three floors, no more than one and one-half parking spaces per unit shall be required.

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**E. Streets, Roads and Sidewalks.** All streets and roads within the Project shall remain private, and shall not be maintained by Town. The paved surface for private streets and internal travel aisles may range from 22-30 feet in width, exclusive of turn around and pull off parking areas, in accordance with the Approved Plan for the Property. The required "right of way" for each street under the Subdivision Ordinance including the pavement, sidewalk and utility installation area need only be a minimum of 30 feet in total width, which need not be centered on the pavement, and may otherwise have the locations and dimensions as shown on the Approved Plan notwithstanding the otherwise applicable Ordinance requirements for such streets.

Each Owner shall construct the sidewalks as shown on the Approved Plan, including without limitation the sidewalks running along the Town's abutting Depot Street right of way and the sidewalks located within the Project.

The Owners of the Property shall be responsible for the maintenance of the streets, roads and sidewalks. The portions of the Property in common ownership shall be considered a single lot notwithstanding their separation by private streets and roads.

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Streets, roads and sidewalks providing access to a permitted Structure, parking and pedestrian walkways and other improvements shown on the Approved Plan shall be permitted, even if located within 100 feet of the Presumpscot River. Use of existing

drainage lines and structures shall be permitted.

**4. Approved Plan:** The Property shall be generally developed and used in accordance with the Plan entitled " \_\_\_\_\_ " prepared by Northeast Civil Solutions dated \_\_\_\_\_, 2005, the accompanying notes and related materials, reduced copies of which are attached hereto as Exhibit C as they may be further approved and amended from time to time pursuant to the provisions of the Windham Site Plan Ordinance and Subdivision Ordinance and this Agreement (the "Approved Plan"). Notwithstanding any other provisions of the Ordinance, the physical layout, dimensions, setbacks, parking and proposed uses and improvements shown on Approved Plan as they may be varied in accordance with Section 5 shall be permitted under the Ordinance.

**5. Status of Approvals/Amendments.**

The Approved Plan has received pre-application Site Plan - Subdivision review for the entire Property under the Town's Site Plan and Subdivision Ordinance. Any amendment which involves the following changes to the terms of this Agreement will require an amendment approved the Town Council after a public hearing:

- i) any change in the permitted uses; and
- ii) any increase in the number of dwelling units beyond the maximum number permitted.

Except for the forgoing, any other changes and any subsequent site plan approvals or subsequent site plans and/or subdivision amendments need only be approved by either (i) the Planning Board after a public hearing in accordance with this Agreement, or (ii) for changes that would otherwise only require Code Enforcement Officer under the Ordinance, then the approval by such officer, all without need for further Town Council approval of such changes.

Following the approval of this Agreement, the Owner will then submit the detailed design, landscaping and engineering plans and specifications for Planning Board review and approval in accordance with the otherwise applicable provisions of the Ordinance, but the improvements and uses contemplated under this Agreement as they may be varied in accordance with the foregoing shall be allowed.

**6. Infrastructure.**

**A. General.** Within each lot it owns, each Owner shall construct or cause to be constructed sewer and utilities, streets, drainage facilities, esplanades, sidewalks, street lighting, drainage systems, and landscaping to the standards set forth in the site plan/subdivision approval.

The streets shall remain private, subject to an easement for Town emergency access.

**B. Maintenance.** The infrastructure located on the Property shall be maintained by its respective Owner.

**C. Sewer Pump Station.** Owner shall grant to the Town of Windham or its designee title to land necessary for placement of an underground sewer pump station with accompanying easements for mains and access in a mutually agreed upon location to be coordinated with other proposed improvements.

**D. Depot Street Storm Drain.** Owner shall grant to the Town of Windham an easement for an underground storm drain running from Depot Street towards the Presumpscot River, which easement shall be coordinated with the location of the proposed improvements.

**E. Depot Street Sidewalk.** Owners shall construct a public sidewalk running along Depot Street in the public right of way area adjoining each portion of their Property.

**F. S D Warren Co. Easement and Fence.** Owners shall permit emergency vehicle access over the Property over the 30 foot wide easement located on adjoining land of S.D. Warren Company (d/b/a "Sappi Fine Paper North America") originally reserved in a deed recorded in the Cumberland County Registry of Deeds in Book 2641, Page 44, which runs easterly from Route 202,

**Deleted:** and shall construct an emergency access gate on the Property

Owner shall construct and maintain a fence along the foregoing easement at the boundary of their Property with the land of S D Warren in order to prevent inappropriate public access to the dam area but shall construct an emergency access gate on their Property permitting access by emergency vehicles through the fence.

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**7. Commencement/Phasing Schedule/Bonding.** Unless extended by the Town, a building permit shall be issued and the construction of the initial Phase shall commence within two (2) years after Owner's receipt of final land use approvals for the Property and shall complete the construction of the final Phase under this Agreement within fifteen (15) years of the date of receipt of such approvals.

An Owner need only post a performance guaranty in accordance with the Ordinance Section 140-39 (H) assuring the completion of "Required Improvements" for those Required Improvements to be constructed within each Phase of the Property or which are required to be completed in conjunction with such Phase under this Agreement.

**8. Definitions.** Note: Capitalized terms not otherwise defined herein shall have the meaning set forth in the Town of Windham Zoning Ordinance.

Agreement: This Contract Zoning Agreement entered into among the Owner and the Town.

Approved Plan: The plan entitled " \_\_\_\_\_ " prepared by Northeast Civil Solutions dated \_\_\_\_\_,

Contract Zone Agreement

2005, the accompanying notes and related materials approved by the Town Council, reduced copies of which are attached hereto as Exhibit C, as they may be amended from time to time pursuant to the provisions of the Windham Site Plan Ordinance (Chapter 140-38) and Subdivision Regulations (the "Approved Plan").

Association: The nonprofit corporation to be formed to operate and administer the Property.

Lot: The Lots composing individual portions of the Property as shown on Exhibit C, designed for separate subsequent Planning Board approval, development and use as set forth herein.

Multi-Family Dwelling: A building with two or more Dwelling Units, subject to the limitations on numbers of units, units per building, location and age restrictions set forth in this Agreement.

Ordinance: The Town of Windham Land Use, Shoreland Zoning and as applicable the Subdivision Ordinances as set forth in Chapters 140, 199 and 215 of the Town's Code of Ordinances.

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Owner(s): Collectively, VLF, LLC and SWHCorp, and their respective successors and assigns.

Parking Space: See Subsection 3 (E) regarding modifications to the otherwise applicable definitional restrictions under the Ordinance.

Phase: Each portion of the Property designated on Exhibit C to be separately developed in stages.

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Planning Board: The Planning Board of the Town of Windham.

Property: The real property located on Route 202 and Depot Street as described in Exhibit A.

SWHCorp: South Windham Housing Corporation, a Maine non-profit corporation, also being an Owner.

Town: The Town of Windham, a municipal corporation located in the County of Cumberland and State of Maine.

Town Council: The Town Council of the Town.

VLF, LLC: VILLAGE AT LITTLE FALLS, LLC a Maine limited liability company, being an Owner.

## **9. General.**

A. Owners shall record this Contract Zoning Agreement in the Cumberland County Registry of Deeds within 30 days after receipt of final land use approvals for the development on the Property. For purposes of identification only, the Town Manager shall sign the full size copies of the plans attached hereto as Exhibit C, marked with the legend:

"Exhibit C to the Village at Little Falls Contract Zoning Agreement dated \_\_\_\_\_, 2005, subject to modification pursuant to said Agreement."

B. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the Property, and this Contract Zoning Agreement may be amended by future written agreement between the Town of Windham and the Owner affected or its successors in interest without need for approval of any other party. In the event all or any portion of the Property is subjected to the Maine Condominium Act (33 M.R.S.A. Section 1601-101 et seq.), then the condominium association organized may act on behalf of all condominium owners.

C. The provisions of this Contract Zoning shall operate as an "overlay" zone and all other requirements of the underlying Zoning District shall apply except as otherwise set forth herein.

D. The restrictions, provisions and conditions of this Agreement are an essential part of the rezoning, shall run with the Property, shall bind Owners, their heirs, successors in interests and assigns of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town of Windham.

E. Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Land Use, Shoreland Zoning and Subdivision Ordinances of the Town of Windham (as applicable) and any applicable amendments thereto or replacement thereof, provided however that this Agreement and the Ordinance shall be interpreted so as to allow the improvements and uses shown on Exhibit C. The applicable provisions of the Town's Building Code Ordinances shall not be affected by this Agreement.

F. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However the provisions of this Agreement are severable, and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

G. The captions in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

Contract Zone Agreement



H. No waiver of any of the terms of this Agreement no extension thereof will be deemed to have occurred, or to be effective unless in writing signed by the parties. No course of dealing heretofore or hereafter between the parties, or any failure or delay on the part of any party in exercising any rights or remedies under this Agreement shall operate as a waiver or preclusion of the exercise of any rights or remedies under this Agreement.

I. The Town shall have the power to enforce all conditions and restrictions of this Agreement, both through enforcement action pursuant to 30-A M.R.S.A. §4452 and through legal action for specific performance of this Agreement. In the event that an Owner or its heirs, successors or assigns fail to construct the Property in accordance with this Contract, or in the event of any other breach hereof, and such failure or breach continues for a period of thirty (30) days after written notice of such failure or breach cannot reasonably be remedied or cured within such thirty (30) day period, if such Owner, its heirs, successors or assigns, fails to commence to cure or remedy such failure or breach within said thirty (30) day period and thereafter fails to diligently prosecute such cure or remedy to completion in a reasonable time, then the Town may enforce the performance of this Agreement and recover the costs and expenses of performance from such Owner or its, heirs, successors or assigns violating this Agreement, which recovery may include the Town's reasonable attorney's fees and expenses.

Witness our hands and seals on \_\_\_\_\_, 2005.

**TOWN OF WINDHAM**

\_\_\_\_\_  
Witness by: \_\_\_\_\_, Town Manager

**VILLAGE AT LITTLE FALLS, LLC**

\_\_\_\_\_  
Witness by: \_\_\_\_\_  
Renee Lewis, its Manager

**SOUTH WINDHAM HOUSING CORPORATION**

\_\_\_\_\_  
Witness by: \_\_\_\_\_  
Dana Totman, its President

Exhibit A - Copy of Survey Plan

Contract Zone Agreement

- Exhibit B - Amended Zoning Plan
- Exhibit C - Reduced Copy of Site Sketch Plan and accompanying materials

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Contract Zone Agreement

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Exhibit 3  
Draft Contract Zoning Agreements

VILLAGE AT LITTLE FALLS  
CONTRACT ZONING AGREEMENT

This Contract Zoning Agreement dated as of \_\_\_\_\_, 2005, between and among the **TOWN OF WINDHAM**, a body of corporate and politic, located in the County of Cumberland and State of Maine (the "Town") with a mailing address of 8 School Road, Windham, Maine, and **VILLAGE AT LITTLE FALLS, LLC**, a Maine limited liability company ("VLF, LLC") with a mailing address of 2 Market Street, Portland, Maine 04101, and **SOUTH WINDHAM HOUSING CORPORATION**, a Maine non-profit corporation ("SWHCorp") with a mailing address of 307 Cumberland Avenue, Portland, Maine 04101 (VLF, LLC and SWHCorp are collectively referred to herein as "Owner" or "Owners").

WHEREAS the Town is authorized to enter into contract zoning agreements pursuant to the Windham Shoreland Zoning Ordinance (Section 199-8(B)(2)), the provisions of the Windham Land Use Ordinance incorporated therein by reference (Section 140-5.1) and the provisions of 30-A M.R.S.A. Section 4352(8).

WHEREAS, VLF, LLC either owns or has entered into contracts to purchase parcels of real estate located on Route 202 and Depot Street Windham, Maine fronting on the Presumpscot River consisting of approximately 9.1 acres, generally being shown on the Town's Tax Map 38, Parcels 6, 7 and 8, and SWHCorp has separately entered into a contract to purchase a portion of Parcel 7, all of which property is shown on the attached Exhibit A (collectively hereinafter the "Property"); and

WHEREAS, the Property is currently located in the Shoreland Zone General Development District Zone ("GD Zone"), a portion of the Property having been heretofore rezoned from the Industrial Zone by action of the Town Council; and

WHEREAS the poor condition and squalid appearance of the derelict industrial building, which is currently the most prominent portion of the Property, constitutes a blight preventing the development of the Property and is inhibiting the redevelopment of other properties in the South Windham Little Falls neighborhood; and

WHEREAS, Owner proposes to construct an attractive mixed-income multi-unit residential development with attached and senior housing and apartments (the "Project");

WHEREAS the existing industrial uses are designated as being "marginally useful" under the Town's Comprehensive Plan, and the cost of demolition of the derelict industrial building has prevented the Project from moving forward;

WHEREAS the proposed residential use is in keeping with the historic close knit

pattern of development in the South Windham Little Falls neighborhood and the abutters have expressed a strong desire to see the existing derelict building eliminated;

WHEREAS the Town's Comprehensive Plan cites the "potential to expand high density residential development" and historic settlement pattern which creates a "neighborhood feel" for the Little Falls neighborhood, but notes the lack of a critical mass of nearby residential development;

WHEREAS, the Project serves the goals of the Comprehensive Plan by using public sewer and water facilities; and

WHEREAS, the roads within the development will remain private and maintenance and plowing will be the responsibility of the home owners association, further minimizing the Town's costs; and

WHEREAS, the rezoning provided in this Agreement, therefore, would be consistent with the Windham Comprehensive Plan:

WHEREAS, the Town of Windham, by and through its Town Council, therefore, has determined that the said rezoning would be pursuant to and consistent with the Town's local growth program and Comprehensive Plan adopted pursuant to Title 30-A, Maine Revised Statutes, Chapter 187, Sub-part 6-A, and consistent with the existing and permitted uses within the GD Zone and has authorized the executive of this Contract Zoning Agreement.

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. **Zoning Map Amendment.** The Town hereby amends the Zoning Map of the Town of Windham, by adopting the zoning map change amendment shown on Exhibit B.

2. **Village at Little Falls Contract Zoning District.** The Town hereby creates a Village at Little Falls Contract Zoning District as defined herein which shall apply to the Property. For purposes of this Agreement, the Village at Little Falls Contract Zoning District means a residential development which may include multi-unit residences (apartment and condominiums), age restricted senior housing with traditional short blocks and interconnecting local streets, enhanced river views, and space and bulk standards consistent with traditional village design, all as further set forth in this Agreement.

The general schematic street layout, open space and distribution of uses in the Project shall conform to the Approved Plan as hereinafter defined.

3. **Permitted Densities, Uses and Dimensional Criteria.**

A. **Density:** The density of the Project shall be as follows:

Up to 24 apartment units located in one building on a separate Lot, reserved for residents with persons 55 years of age or older or households with at least one resident who is 55 years of age or older; and

Up to 85 residential units located in multi-unit buildings on a separate Lot, one of which buildings may contain up to 16 units with parking underneath and with the remaining buildings containing up to 4 units each, with no age restrictions for any such units.

The Project shall be connected to public sanitary sewer services.

**B. Uses.** The permitted uses in the Project shall be:

One Family and Multi-Family Dwellings;

Elderly Housing;

Those Uses and Special Exceptions to the extent allowed and subject to the conditions and restrictions applicable to the underlying GD Zone as it may be amended, subject to such review which would otherwise be required if the Property were not subject to this Agreement, and excluding Industrial and Manufacturing uses;

Home Occupations, Residential Recreational Facilities and community building and Association office maintenance facilities;

Public Utilities Facilities; and

Accessory Uses.

**C. Residential Dimensional, Parking and Design Criteria.**

- i) Multi-Family Lot Size: No restriction on lot size or number of Dwelling Units per lot, but no more than 24 Dwelling Units per building for Elderly Housing and 16 dwelling units per building for other Multi-Family Dwellings shall be allowed.
- ii) Minimum front yard all buildings: 5 feet.
- iii) Minimum side yards all buildings: 5 feet.
- iv) Minimum rear yards all buildings: 5 feet.
- v) Presumpscot River setback and frontage: New Dwelling Units and accompanying improvements may be built in the locations as shown on Approved Plan as they may be subsequently varied with Planning Board approval under Section 5, without need for Code Enforcement Officer

approval under Section 199-12 of the Ordinance for the demolition of the existing nonconforming structures, the construction of the new structures shown on the Approved Plan and change in use to multi-unit residential. In addition, existing utility lines located on abutting land may be relocated closer to the river in order to lower their visual profile. Applicable minimum shore frontage per family shall not apply to the number of dwellings permitted under this Agreement.

- vi) Maximum structure, parking and non-vegetated surface coverage: 75% measured over the Project as a whole.
- vii) Height: 65 feet, measured from grade to the highest point on the roof.
- viii) Notwithstanding the construction of multiple structures on a single lot, the compliance with dimensional requirements shall be calculated for each structure with respect to the lot as a whole and not with respect to each structure and dwelling separately.

**D. Parking.** Parking spaces need not measure more than 9 feet by 18 feet (except as otherwise required by law for handicapped parking) and Parking Spaces shall include garage spaces and spaces located in private driveways leading into garages, notwithstanding the otherwise applicable provisions of the Ordinance. For Elderly Housing, no more than one parking space per unit shall be required, and for a multifamily structure of more than three floors, no more than one and one-half parking spaces per unit shall be required.

**E. Streets, Roads and Sidewalks.** All streets and roads within the Project shall remain private, and shall not be maintained by Town. The paved surface for private streets and internal travel aisles may range from 22-30 feet in width, exclusive of turn around and pull off parking areas, in accordance with the Approved Plan for the Property. The required "right of way" for each street under the Subdivision Ordinance including the pavement, sidewalk and utility installation area need only be a minimum of 30 feet in total width, which need not be centered on the pavement, and may otherwise have the locations and dimensions as shown on the Approved Plan notwithstanding the otherwise applicable Ordinance requirements for such streets.

Each Owner shall construct the sidewalks as shown on the Approved Plan, including without limitation the sidewalks running along the Town's abutting Depot Street right of way and the sidewalks located within the Project.

The Owners of the Property shall be responsible for the maintenance of the streets, roads and sidewalks. The portions of the Property in common ownership shall be considered a single lot notwithstanding their separation by private streets and roads.

Streets, roads and sidewalks providing access to a permitted Structure, parking and pedestrian walkways and other improvements shown on the Approved Plan shall be permitted, even if located within 100 feet of the Presumpscot River. Use of existing

drainage lines and structures shall be permitted.

**4. Approved Plan:** The Property shall be generally developed and used in accordance with the Plan entitled " \_\_\_\_\_ " prepared by Northeast Civil Solutions dated \_\_\_\_\_, 2005, the accompanying notes and related materials, reduced copies of which are attached hereto as Exhibit C as they may be further approved and amended from time to time pursuant to the provisions of the Windham Site Plan Ordinance and Subdivision Ordinance and this Agreement (the "Approved Plan"). Notwithstanding any other provisions of the Ordinance, the physical layout, dimensions, setbacks, parking and proposed uses and improvements shown on Approved Plan as they may be varied in accordance with Section 5 shall be permitted under the Ordinance.

**5. Status of Approvals/Amendments.**

The Approved Plan has received pre-application Site Plan - Subdivision review for the entire Property under the Town's Site Plan and Subdivision Ordinance. Any amendment which involves the following changes to the terms of this Agreement will require an amendment approved the Town Council after a public hearing:

- i) any change in the permitted uses; and
- ii) any increase in the number of dwelling units beyond the maximum number permitted.

Except for the forgoing, any other changes and any subsequent site plan approvals or subsequent site plans and/or subdivision amendments need only be approved by either (i) the Planning Board after a public hearing in accordance with this Agreement, or (ii) for changes that would otherwise only require Code Enforcement Officer under the Ordinance, then the approval by such officer, all without need for further Town Council approval of such changes.

Following the approval of this Agreement, the Owner will then submit the detailed design, landscaping and engineering plans and specifications for Planning Board review and approval in accordance with the otherwise applicable provisions of the Ordinance, but the improvements and uses contemplated under this Agreement as they may be varied in accordance with the foregoing shall be allowed.

**6. Infrastructure.**

**A. General.** Within each lot it owns, each Owner shall construct or cause to be constructed sewer and utilities, streets, drainage facilities, esplanades, sidewalks, street lighting, drainage systems, and landscaping to the standards set forth in the site plan/subdivision approval.

The streets shall remain private, subject to an easement for Town emergency access.

**B. Maintenance.** The infrastructure located on the Property shall be maintained by its respective Owner.

**C. Sewer Pump Station.** Owner shall grant to the Town of Windham or its designee title to land necessary for placement of an underground sewer pump station with accompanying easements for mains and access in a mutually agreed upon location to be coordinated with other proposed improvements.

**D. Depot Street Storm Drain.** Owner shall grant to the Town of Windham an easement for an underground storm drain running from Depot Street towards the Presumpscot River, which easement shall be coordinated with the location of the proposed improvements.

**E. Depot Street Sidewalk.** Owners shall construct a public sidewalk running along Depot Street in the public right of way area adjoining each portion of their Property.

**F. S D Warren Co. Easement and Fence.** Owners shall permit emergency vehicle access over the Property over the 30 foot wide easement located on adjoining land of S.D. Warren Company (d/b/a "Sappi Fine Paper North America") originally reserved in a deed recorded in the Cumberland County Registry of Deeds in Book 2641, Page 44, which runs easterly from Route 202.

Owner shall construct and maintain a fence along the foregoing easement at the boundary of their Property with the land of S D Warren in order to prevent inappropriate public access to the dam area but shall construct an emergency access gate on their Property permitting access by emergency vehicles through the fence.

**7. Commencement/Phasing Schedule/Bonding.** Unless extended by the Town, a building permit shall be issued and the construction of the initial Phase shall commence within two (2) years after Owner's receipt of final land use approvals for the Property and shall complete the construction of the final Phase under this Agreement within fifteen (15) years of the date of receipt of such approvals.

An Owner need only post a performance guaranty in accordance with the Ordinance Section 140-39 (H) assuring the completion of "Required Improvements" for those Required Improvements to be constructed within each Phase of the Property or which are required to be completed in conjunction with such Phase under this Agreement.

**8. Definitions.** Note: Capitalized terms not otherwise defined herein shall have the meaning set forth in the Town of Windham Zoning Ordinance.

**Agreement:** This Contract Zoning Agreement entered into among the Owner and the Town.

**Approved Plan:** The plan entitled " \_\_\_\_\_ "  
prepared by Northeast Civil Solutions dated \_\_\_\_\_,



2005, the accompanying notes and related materials approved by the Town Council, reduced copies of which are attached hereto as Exhibit C, as they may be amended from time to time pursuant to the provisions of the Windham Site Plan Ordinance (Chapter 140-38) and Subdivision Regulations (the "Approved Plan").

Association: The nonprofit corporation to be formed to operate and administer the Property.

Lot: The Lots composing individual portions of the Property as shown on Exhibit C, designed for separate subsequent Planning Board approval, development and use as set forth herein.

Multi-Family Dwelling: A building with two or more Dwelling Units, subject to the limitations on numbers of units, units per building, location and age restrictions set forth in this Agreement.

Ordinance: The Town of Windham Land Use, Shoreland Zoning and as applicable the Subdivision Ordinances as set forth in Chapters 140, 199 and 215 of the Town's Code of Ordinances.

Owner(s): Collectively, VLF, LLC and SWHCorp, and their respective successors and assigns.

Parking Space: See Subsection 3 (E) regarding modifications to the otherwise applicable definitional restrictions under the Ordinance.

Phase: Each portion of the Property designated on Exhibit C to be separately developed in stages.

Planning Board: The Planning Board of the Town of Windham.

Property: The real property located on Route 202 and Depot Street as described in Exhibit A.

SWHCorp: South Windham Housing Corporation, a Maine non-profit corporation, also being an Owner.

Town: The Town of Windham, a municipal corporation located in the County of Cumberland and State of Maine.

Town Council: The Town Council of the Town.

VLF, LLC: VILLAGE AT LITTLE FALLS, LLC a Maine limited liability company, being an Owner.

## **9. General.**

A. Owners shall record this Contract Zoning Agreement in the Cumberland County Registry of Deeds within 30 days after receipt of final land use approvals for the development on the Property. For purposes of identification only, the Town Manager shall sign the full size copies of the plans attached hereto as Exhibit C, marked with the legend:

"Exhibit C to the Village at Little Falls Contract Zoning Agreement dated \_\_\_\_\_, 2005, subject to modification pursuant to said Agreement."

B. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the Property, and this Contract Zoning Agreement may be amended by future written agreement between the Town of Windham and the Owner affected or its successors in interest without need for approval of any other party. In the event all or any portion of the Property is subjected to the Maine Condominium Act (33 M.R.S.A. Section 1601-101 et seq.), then the condominium association organized may act on behalf of all condominium owners.

C. The provisions of this Contract Zoning shall operate as an "overlay" zone and all other requirements of the underlying Zoning District shall apply except as otherwise set forth herein.

D. The restrictions, provisions and conditions of this Agreement are an essential part of the rezoning, shall run with the Property, shall bind Owners, their heirs, successors in interests and assigns of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town of Windham.

E. Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Land Use, Shoreland Zoning and Subdivision Ordinances of the Town of Windham (as applicable) and any applicable amendments thereto or replacement thereof, provided however that this Agreement and the Ordinance shall be interpreted so as to allow the improvements and uses shown on Exhibit C. The applicable provisions of the Town's Building Code Ordinances shall not be affected by this Agreement.

F. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However the provisions of this Agreement are severable, and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

G. The captions in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

H. No waiver of any of the terms of this Agreement no extension thereof will be deemed to have occurred, or to be effective unless in writing signed by the parties. No course of dealing heretofore or hereafter between the parties, or any failure or delay on the part of any party in exercising any rights or remedies under this Agreement shall operate as a waiver or preclusion of the exercise of any rights or remedies under this Agreement.

I. The Town shall have the power to enforce all conditions and restrictions of this Agreement, both through enforcement action pursuant to 30-A M.R.S.A. §4452 and through legal action for specific performance of this Agreement. In the event that an Owner or its heirs, successors or assigns fail to construct the Property in accordance with this Contract, or in the event of any other breach hereof, and such failure or breach continues for a period of thirty (30) days after written notice of such failure or breach cannot reasonably be remedied or cured within such thirty (30) day period, if such Owner, its heirs, successors or assigns, fails to commence to cure or remedy such failure or breach within said thirty (30) day period and thereafter fails to diligently prosecute such cure or remedy to completion in a reasonable time, then the Town may enforce the performance of this Agreement and recover the costs and expenses of performance from such Owner or its, heirs, successors or assigns violating this Agreement, which recovery may include the Town's reasonable attorney's fees and expenses.

Witness our hands and seals on \_\_\_\_\_, 2005.

**TOWN OF WINDHAM**

\_\_\_\_\_  
Witness

by: \_\_\_\_\_  
\_\_\_\_\_, Town Manager

**VILLAGE AT LITTLE FALLS, LLC**

\_\_\_\_\_  
Witness

by: \_\_\_\_\_  
Renee Lewis, its Manager

**SOUTH WINDHAM HOUSING  
CORPORATION**

\_\_\_\_\_  
Witness

by: \_\_\_\_\_  
Dana Totman, its President

- Exhibit A - Copy of Survey Plan
- Exhibit B - Amended Zoning Plan
- Exhibit C - Reduced Copy of Site Sketch Plan and accompanying materials

Contract Zone Agmt Vill at Little Falls 4-26-05.doc

5/5/2005

Exhibit 3  
Draft Contract Zoning Agreements

VILLAGE AT LITTLE FALLS  
CONTRACT ZONING AGREEMENT

This Contract Zoning Agreement dated as of \_\_\_\_\_, 2005, between and among the **TOWN OF WINDHAM**, a body of corporate and politic, located in the County of Cumberland and State of Maine (the "Town") with a mailing address of 8 School Road, Windham, Maine, and **VILLAGE AT LITTLE FALLS, LLC**, a Maine limited liability company ("VLF, LLC") with a mailing address of 2 Market Street, Portland, Maine 04101, and **SOUTH WINDHAM HOUSING CORPORATION**, a Maine non-profit corporation ("SWHCorp") with a mailing address of 307 Cumberland Avenue, Portland, Maine 04101 (VLF, LLC and SWHCorp are collectively referred to herein as "Owner").

WHEREAS the Town is authorized to enter into contract zoning agreements pursuant to the Windham Shoreland Zoning Ordinance (Section 199-8(B)(2)), the provisions of the Windham Land Use Ordinance incorporated therein by reference (Section 140-5.1) and the provisions of 30-A M.R.S.A. Section 4352(8).

WHEREAS, VLF, LLC either owns or has entered into contracts to purchase parcels of real estate located on Route 202 and Depot Street Windham, Maine fronting on the Presumpscot River consisting of approximately 9.1 acres, generally being shown on the Town's Tax Map 38, Parcels 6, 7 and 8, and SWHCorp has separately entered into a contract to purchase a portion of Parcel 7, all of which property is shown on the attached Exhibit A (collectively hereinafter the "Property"); and

WHEREAS, the Property is currently located in the Shoreland Zone General Development District Zone ("GD Zone"), a portion of the Property having been heretofore rezoned from the Industrial Zone by action of the Town Council; and

WHEREAS the poor condition and squalid appearance of the derelict industrial building, which is currently the most prominent portion of the Property, constitutes a blight preventing the development of the Property and is inhibiting the redevelopment of other properties in the South Windham Little Falls neighborhood; and

WHEREAS, Owner proposes to construct an attractive mixed-income multi-unit residential development with attached and senior housing and apartments (the "Project");

WHEREAS the existing industrial uses are designated as being "marginally useful" under the Town's Comprehensive Plan, and the cost of demolition of the derelict industrial building has prevented the Project from moving forward;

WHEREAS the proposed residential use is in keeping with the historic close knit

pattern of development in the South Windham Little Falls neighborhood and the abutters have expressed a strong desire to see the existing derelict building eliminated;

WHEREAS the Town's Comprehensive Plan cites the "potential to expand high density residential development" and historic settlement pattern which creates a "neighborhood feel" for the Little Falls neighborhood, but notes the lack of a critical mass of nearby residential development;

WHEREAS, the Project serves the goals of the Comprehensive Plan by using public sewer and water facilities; and

WHEREAS, the roads within the development will remain private and maintenance and plowing will be the responsibility of the home owners association, further minimizing the Town's costs; and

WHEREAS, the rezoning provided in this Agreement, therefore, would be consistent with the Windham Comprehensive Plan:

WHEREAS, the Town of Windham, by and through its Town Council, therefore, has determined that the said rezoning would be pursuant to and consistent with the Town's local growth program and Comprehensive Plan adopted pursuant to Title 30-A, Maine Revised Statutes, Chapter 187, Sub-part 6-A, and consistent with the existing and permitted uses within the GD Zone and has authorized the executive of this Contract Zoning Agreement.

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

**1. Zoning Map Amendment.** The Town hereby amends the Zoning Map of the Town of Windham, by adopting the zoning map change amendment shown on Exhibit B.

**2. Village at Little Falls Contract Zoning District.** The Town hereby creates a Village at Little Falls Contract Zoning District as defined herein which shall apply to the Property. For purposes of this Agreement, the Village at Little Falls Contract Zoning District means a residential development which may include multi-unit residences (apartment and condominiums), age restricted senior housing with traditional short blocks and interconnecting local streets, enhanced river views, and space and bulk standards consistent with traditional village design, all as further set forth in this Agreement.

The general schematic street layout, open space and distribution of uses in the Project shall conform to the Approved Plan as hereinafter defined.

**3. Permitted Densities, Uses and Dimensional Criteria.**

**A. Density:** The density of the Project shall be as follows:

Up to 24 apartment units located in one building on a separate Lot, reserved for residents with persons 55 years of age or older or households with at least one resident who is 55 years of age or older; and

Up to 85 residential units located in multi-unit buildings on a separate Lot containing up to 16 units each, with no age restrictions for such units.

The Project shall be connected to public sanitary sewer services.

**B. Uses.** The permitted uses in the Project shall be:

One Family and Multi-Family Dwellings;

Elderly Housing;

Those Uses and Special Exceptions to the extent allowed and subject to the conditions and restrictions applicable to the underlying GD Zone as it may be amended, subject to such review which would otherwise be required if the Property were not subject to this Agreement, and excluding Industrial and Manufacturing uses;

Home Occupations, Residential Recreational Facilities and community building and Association office maintenance facilities;

Public Utilities Facilities; and

Accessory Uses.

**C. Residential Dimensional, Parking and Design Criteria.**

- i) Multi-Family Lot Size: No restriction on lot size or number of Dwelling Units per lot, but no more than 24 Dwelling Units per building for Elderly Housing and 16 dwelling units per building for other Multi-Family Dwellings shall be allowed.
- ii) Minimum front yard all buildings: 5 feet.
- iii) Minimum side yards all buildings: 5 feet.
- iv) Minimum rear yards all buildings: 5 feet.
- v) Presumpscot River setback and frontage: New Dwelling Units and accompanying improvements may be built in the locations as shown on Exhibit A as they may be subsequently varied with Planning Board approval under Section 5, without need for Code Enforcement Officer approval under Section 199-12 of the Ordinance for the demolition of the existing nonconforming structures and change in use to multi-unit

residential. In addition, existing utility lines located on abutting land may be relocated closer to the river in order to lower their visual profile. Applicable minimum shore frontage per family shall not apply to the number of dwellings permitted under this Agreement.

- vi) Maximum structure, parking and non-vegetated surface coverage: 75% measured over the Project as a whole.
- vii) Height: 65 feet, measured from grade to the highest point on the roof.
- viii) Notwithstanding the construction of multiple structures on a single lot, the compliance with dimensional requirements shall be calculated for each structure with respect to the lot as a whole and not with respect to each structure and dwelling separately.

**D. Parking.** Parking spaces need not measure more than 9 feet by 18 feet (except as otherwise required by law for handicapped parking) and Parking Spaces shall include garage spaces and spaces located in private driveways leading into garages, notwithstanding the otherwise applicable provisions of the Ordinance. For Elderly Housing, no more than one parking space per unit shall be required, and for a multifamily structure of more than three floors, no more than one and one-half parking spaces per unit shall be required.

**E. Streets and Roads.** All streets and roads within the Project shall remain private, and shall not be maintained by Town. The paved surface for private streets and internal travel aisles may range from 22-30 feet in width, exclusive of turn around and pull off parking areas, in accordance with the approved plan for the Property. The owners of the Property shall be responsible for the maintenance of the streets and roads. The portions of the Property in common ownership shall be considered a single lot notwithstanding their separation by private streets and roads.

Streets and roads providing access to a permitted Structure, parking and pedestrian walkways and other improvements shown on the Approved Plan shall be permitted, even if located within 100 feet of the Presumpscot River. Use of existing drainage lines and structures shall be permitted.

**4. Approved Plan:** The Property shall be generally developed and used in accordance with the Plan entitled "Site Plan Route 202 Windham, Maine" prepared by Northeast Civil Solutions dated April 19, 2005, the accompanying notes and related materials, reduced copies of which are attached hereto as Exhibit C as they may be further approved and amended from time to time pursuant to the provisions of the Windham Site Plan Ordinance and Subdivision Ordinance and this Agreement (the "Approved Plan"). Notwithstanding any other provisions of the Ordinance, the physical layout, dimensions, setbacks, parking and proposed uses and improvements shown on Approved Plan as they may be varied in accordance with Section 5 shall be permitted under the Ordinance.



## **5. Status of Approvals/Amendments.**

The Approved Plan has received pre-application Site Plan - Subdivision review for the entire Property under the Town's Site Plan and Subdivision Ordinance. Any amendment which involves the following changes to the terms of this Agreement will require an amendment approved the Town Council after a public hearing:

- i) any change in the permitted uses; and
- ii) any increase in the number of dwelling units beyond the maximum number permitted.

Except for the forgoing, any other changes and any subsequent site plan approvals or subsequent site plans and/or subdivision amendments need only be approved by the Planning Board after a public hearing in accordance with this Agreement, or for changes would otherwise only require Code Enforcement Officer under the Ordinance then the approval then by such officer, without need for further Town Council approval of such changes.

Following the approval of this Agreement, the Owners will then submit the detailed design, landscaping and engineering plans for Planning Board review and approval in accordance with the otherwise applicable provisions of the Ordinance, but the improvements and uses contemplated under this Agreement as they may be varied in accordance with the foregoing shall be allowed.

## **6. Infrastructure.**

**A. General.** Within each lot it owns, each Owner shall construct or cause to be constructed sewer and utilities, streets, drainage facilities, esplanades, sidewalks, street lighting, drainage systems, and landscaping to the standards set forth in the site plan/subdivision approval.

The streets shall remain private, subject to an easement for Town emergency access.

**B. Maintenance.** The infrastructure located on the Property shall be maintained by its respective Owner.

**C. Sewer Pump Station.** Owner shall grant to the Town of Windham or its designee title to land necessary for placement of an underground sewer pump station with accompanying easements for mains and access in a mutually agreed upon location to be coordinated with other proposed improvements.

**D. Depot Street Storm Drain.** Owner shall grant to the Town of Windham an easement for an underground storm drain running from Depot Street towards the Presumpscot River, which easement shall be coordinated with the location of the proposed improvements.

**E. Depot Street Sidewalk.** Owners shall construct a public sidewalk running along Depot Street in the public right of way area adjoining each portion of their Property.

**F. S D Warren Co. Easement and Fence.** Owners shall permit emergency vehicle access over the Property over the 30 foot wide easement located on adjoining land of S.D. Warren Company (d/b/a "Sappi Fine Paper North America") originally reserved in a deed recorded in the Cumberland County Registry of Deeds in Book 2641, Page 44, which runs easterly from Route 202 and shall construct an emergency access gate on the Property. Owners shall construct and maintain a fence along the boundary of their Property and the land of S D Warren in order to prevent inappropriate public access to the dam area.

**7. Commencement/Phasing Schedule/Bonding.** Unless extended by the Town, a building permit shall be issued and the construction of the initial Phase shall commence within two (2) years after Owner's receipt of final land use approvals for the Property and shall complete the construction within fifteen (15) years of the date of such approvals.

An Owner need only post a performance guaranty in accordance with the Ordinance Section 140-39 (H) assuring the completion of "Required Improvements" for those Required Improvements to be constructed within each Phase of the Property or which are required to be completed in conjunction with such Phase under this Agreement.

**8. Definitions.** Note: Capitalized terms not otherwise defined herein shall have the meaning set forth in the Town of Windham Zoning Ordinance.

Agreement: This Contract Zoning Agreement entered into among the Owner and the Town.

Approved Plan: The plan entitled "Site Plan Route 202 Windham, Maine" prepared by Northeast Civil Solutions dated April 19, 2005, the accompanying notes and related materials approved by the Town Council, reduced copies of which are attached hereto as Exhibit C, as they may be amended from time to time pursuant to the provisions of the Windham Site Plan Ordinance (Chapter 140-38) and Subdivision Regulations (the "Approved Plan").

Association: The nonprofit corporation to be formed to operate and administer the Property.

Lot: The Lots composing individual portions of the Property as shown on Exhibit C, designed for separate subsequent Planning Board approval, development and use as set forth herein.

Multi-Family Dwelling: A building with two or more Dwelling Units, subject to the limitations on numbers of units, units per building, location and age restrictions set forth in this Agreement.

Ordinance: The Town of Windham Land Use and Shoreland Zoning Ordinances as set forth in Chapters 140 and 199 of the Town's Code of Ordinances.

Owner(s): Collectively, VLF, LLC and SWHCorp, and their respective successors and assigns.

Parking Space: See Subsection 3 (E) regarding modifications to the otherwise applicable definitional restrictions under the Ordinance.

Phase: Each portion of the Property designated on Exhibit C to be separately developed in stages.

Planning Board: The Planning Board of the Town of Windham.

Property: The real property located on Route 202 and Depot Street as described in Exhibit A.

SWHCorp: South Windham Housing Corporation, a Maine non-profit corporation, also being an Owner.

Town: The Town of Windham, a municipal corporation located in the County of Cumberland and State of Maine.

Town Council: The Town Council of the Town.

VLF, LLC: VILLAGE AT LITTLE FALLS, LLC a Maine limited liability company, being an Owner.

## **9. General.**

A. Owners shall record this Contract Zoning Agreement in the Cumberland County Registry of Deeds within 30 days after receipt of final land use approvals for the development on the Property. For purposes of identification only, the Town Manager shall sign the full size copies of the plans attached hereto as Exhibit C, marked with the legend:

"Exhibit C to the Village at Little Falls Contract Zoning Agreement dated \_\_\_\_\_, 2005, subject to modification pursuant to said Agreement."

B. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the Property, and this Contract Zoning Agreement may be amended by future written agreement between the Town of Windham and the Owner affected or its successors in interest without need for approval of any other party. In the event all or any portion of the Property is subjected to the Maine Condominium Act (33 M.R.S.A. Section 1601-101 et seq.), then the condominium association organized may act on behalf of all condominium owners.

C. The provisions of this Contract Zoning shall operate as an “overlay” zone and all other requirements of the underlying Zoning District shall apply except as otherwise set forth herein.

D. The restrictions, provisions and conditions of this Agreement are an essential part of the rezoning, shall run with the Property, shall bind Owners, their heirs, successors in interests and assigns of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town of Windham.

E. Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Land Use, Shoreland Zoning and Subdivision Ordinances of the Town of Windham (as applicable) and any applicable amendments thereto or replacement thereof, provided however that this Agreement and the Ordinance shall be interpreted so as to allow the improvements and uses shown on Exhibit C. The applicable provisions of the Town's Building Code Ordinances shall not be affected by this Agreement.

F. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However the provisions of this Agreement are severable, and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

G. The captions in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

H. No waiver of any of the terms of this Agreement no extension thereof will be deemed to have occurred, or to be effective unless in writing signed by the parties. No course of dealing heretofore or hereafter between the parties, or any failure or delay on the part of any party in exercising any rights or remedies under this Agreement shall operate as a waiver or preclusion of the exercise of any rights or remedies under this Agreement.

I. The Town shall have the power to enforce all conditions and restrictions of this Agreement, both through enforcement action pursuant to 30-A M.R.S.A. §4452 and through legal action for specific performance of this Agreement. In the event that an Owner or its heirs, successors or assigns fail to construct the Property in accordance with this Contract, or in the event of any other breach hereof, and such failure or breach continues for a period of thirty (30) days after written notice of such failure or breach cannot reasonably be remedied or cured within such thirty (30) day period, if such Owner, its heirs, successors or assigns, fails to commence to cure or remedy such failure or breach within said thirty (30) day period and thereafter fails to diligently prosecute such cure or remedy to completion in a reasonable time, then the Town may enforce the performance of this Agreement and recover the costs and expenses of performance from

such Owner or its, heirs, successors or assigns violating this Agreement, which recovery may include the Town's reasonable attorney's fees and expenses.

Witness our hands and seals on \_\_\_\_\_, 2005.

**TOWN OF WINDHAM**

\_\_\_\_\_  
Witness by: \_\_\_\_\_  
\_\_\_\_\_, Town Manager

**VILLAGE AT LITTLE FALLS, LLC**

\_\_\_\_\_  
Witness by: \_\_\_\_\_  
Renee Lewis, its Manager

**SOUTH WINDHAM HOUSING CORPORATION**

\_\_\_\_\_  
Witness by: \_\_\_\_\_  
Dana Totman, its President

- Exhibit A - Copy of Survey Plan
- Exhibit B - Amended Zoning Plan
- Exhibit C - Reduced and Full Size Copy of Site Sketch Plan and accompanying materials

Contract Zone Agmt Vill at Little Falls 4-19-05.doc

**Exhibit 3**  
**Draft Contract Zoning Agreements**

**VILLAGE AT LITTLE FALLS**  
**CONTRACT ZONING AGREEMENT**

This Contract Zoning Agreement dated as of \_\_\_\_\_, 2005, between and among the **TOWN OF WINDHAM**, a body of corporate and politic, located in the County of Cumberland and State of Maine (the "Town") with a mailing address of 8 School Road, Windham, Maine, and **VILLAGE AT LITTLE FALLS, LLC**, a Maine limited liability company ("VLF, LLC") with a mailing address of 2 Market Street, Portland, Maine 04101, and **SOUTH WINDHAM HOUSING CORPORATION**, a Maine non-profit corporation ("SWHCorp") with a mailing address of 307 Cumberland Avenue, Portland, Maine 04101 (VLF, LLC and SWHCorp are collectively referred to herein as "Owner").

WHEREAS the Town is authorized to enter into contract zoning agreements pursuant to the Windham Shoreland Zoning Ordinance (Section 199-8(B)(2)), the provisions of the Windham Land Use Ordinance incorporated therein by reference (Section 140-5.1) and the provisions of 30-A M.R.S.A. Section 4352(8).

WHEREAS, VLF, LLC either owns or has entered into contracts to purchase parcels of real estate located on Route 202 and Depot Street Windham, Maine fronting on the Presumpscot River consisting of approximately 9.1 acres, generally being shown on the Town's Tax Map 38, Parcels 6, 7 and 8, and SWHCorp has separately entered into a contract to purchase a portion of Parcel 7, all of which property is shown on the attached Exhibit A (collectively hereinafter the "Property"); and

WHEREAS, the Property is currently located in the Shoreland Zone General Development District Zone ("GD Zone"), a portion of the Property having been heretofore rezoned from the Industrial Zone by action of the Town Council; and

WHEREAS the poor condition and squalid appearance of the derelict industrial building, which is currently the most prominent portion of the Property, constitutes a blight preventing the development of the Property and is inhibiting the redevelopment of other properties in the South Windham Little Falls neighborhood; and

WHEREAS, Owner proposes to construct an attractive mixed-income multi-unit residential development with attached and senior housing and apartments (the "Project");

WHEREAS the existing industrial uses are designated as being "marginally useful" under the Town's Comprehensive Plan, and the cost of demolition of the derelict industrial building has prevented the Project from moving forward;

WHEREAS the proposed residential use is in keeping with the historic close knit

pattern of development in the South Windham Little Falls neighborhood and the abutters have expressed a strong desire to see the existing derelict building eliminated;

WHEREAS the Town's Comprehensive Plan cites the "potential to expand high density residential development" and historic settlement pattern which creates a "neighborhood feel" for the Little Falls neighborhood, but notes the lack of a critical mass of nearby residential development;

WHEREAS, the Project serves the goals of the Comprehensive Plan by using public sewer and water facilities; and

WHEREAS, the roads within the development will remain private and maintenance and plowing will be the responsibility of the home owners association, further minimizing the Town's costs; and

WHEREAS, the rezoning provided in this Agreement, therefore, would be consistent with the Windham Comprehensive Plan:

WHEREAS, the Town of Windham, by and through its Town Council, therefore, has determined that the said rezoning would be pursuant to and consistent with the Town's local growth program and Comprehensive Plan adopted pursuant to Title 30-A, Maine Revised Statutes, Chapter 187, Sub-part 6-A, and consistent with the existing and permitted uses within the GD Zone and has authorized the executive of this Contract Zoning Agreement.

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

**1. Zoning Map Amendment.** The Town hereby amends the Zoning Map of the Town of Windham, by adopting the zoning map change amendment shown on Exhibit B.

**2. Village at Little Falls Contract Zoning District.** The Town hereby creates a Village at Little Falls Contract Zoning District as defined herein which shall apply to the Property. For purposes of this Agreement, the Village at Little Falls Contract Zoning District means a residential development which may include multi-unit residences (apartment and condominiums), age restricted senior housing with traditional short blocks and interconnecting local streets, enhanced river views, and space and bulk standards consistent with traditional village design, all as further set forth in this Agreement.

The general schematic street layout, open space and distribution of uses in the Project shall conform to the Approved Plan as hereinafter defined.

**3. Permitted Densities, Uses and Dimensional Criteria.**

**A. Density:** The density of the Project shall be as follows:

Up to 24 apartment units located in one building on a separate Lot, reserved for residents with persons 55 years of age or older or households with at least one resident who is 55 years of age or older; and

Up to 85 residential units located in multi-unit buildings on a separate Lot containing up to 16 units each, with no age restrictions for such units.

The Project shall be connected to public sanitary sewer services.

**B. Uses.** The permitted uses in the Project shall be:

One Family and Multi-Family Dwellings;

Elderly Housing;

Those Uses and Special Exceptions to the extent allowed and subject to the conditions and restrictions applicable to the underlying GD Zone as it may be amended, subject to such review which would otherwise be required if the Property were not subject to this Agreement, and excluding Industrial and Manufacturing uses;

Home Occupations, Residential Recreational Facilities and community building and Association office maintenance facilities;

Public Utilities Facilities; and

Accessory Uses.

**C. Residential Dimensional, Parking and Design Criteria.**

- i) Multi-Family Lot Size: No restriction on lot size or number of Dwelling Units per lot, but no more than 24 Dwelling Units per building for Elderly Housing and 16 dwelling units per building for other Multi-Family Dwellings shall be allowed.
- ii) Minimum front yard all buildings: 5 feet.
- iii) Minimum side yards all buildings: 0 feet, but the sum of the two side yards shall be a minimum of 10 feet.
- iv) Minimum rear yards all buildings: 5 feet.
- v) Presumpscot River setback and frontage: Dwelling Units and accompanying improvements may be built within the foot print occupied by the existing industrial building as shown as shaded areas on Exhibit A without need for Code Enforcement Officer approval under Section 199-12 of the Ordinance, notwithstanding the demolition of such structure. In



addition, existing utility lines located on abutting land may be relocated closer to the river in order to lower their visual profile. Applicable minimum shore frontage per family shall not apply to the number of dwellings permitted under this Agreement.

- vi) Maximum structure, parking and non-vegetated surface coverage: 75% measured over the Project as a whole.
- vii) Height: 65 feet, measured from grade to the highest point on the roof.
- viii) Notwithstanding the construction of multiple structures on a single lot, the compliance with dimensional requirements shall be calculated for each structure with respect to the lot as a whole and not with respect to each structure and dwelling separately.

**D. Parking.** Parking spaces need not measure more than 9 feet by 18 feet (except as otherwise required by law for handicapped parking) and Parking Spaces shall include garage spaces and spaces located in private driveways leading into garages, notwithstanding the otherwise applicable provisions of the Ordinance. For Elderly Housing, no more than one parking space per unit shall be required, and for a multifamily structure of more than three floors, no more than one and one-half parking spaces per unit shall be required.

**E. Streets and Roads.** All streets and roads within the Project shall remain private, and shall not be maintained by Town. The paved surface for private streets and internal travel aisles may range from 20-30 feet in width, exclusive of turn around and pull off parking areas, in accordance with the approved plan for the Property. The owners of the Property shall be responsible for the maintenance of the streets and roads. The portions of the Property in common ownership shall be considered a single lot notwithstanding their separation by private streets and roads.

Streets and roads providing access to a permitted Structure, parking and pedestrian walkways and other improvements shown on the Approved Plan shall be permitted, even if located within 100 feet of the Presumpscot River. Use of existing drainage lines and structures shall be permitted.

**4. Approved Plan:** The Property shall be generally developed and used in accordance with the Plan entitled " \_\_\_\_\_ " prepared by Northeast Civil Solutions dated \_\_\_\_\_, 2005, the accompanying notes and related materials, reduced copies of which are attached hereto as Exhibit C as they may be further approved and amended from time to time pursuant to the provisions of the Windham Site Plan Ordinance and Subdivision Ordinance and this Agreement (the "Approved Plan"). Notwithstanding any other provisions of the Ordinance, the physical layout, dimensions, setbacks, parking and proposed uses and improvements shown on Approved Plan shall be permitted under the Ordinance.

## **5. Status of Approvals/Amendments.**

The Approved Plan has received pre-application Site Plan - Subdivision review for the entire Property under the Town's Site Plan and Subdivision Ordinance. Any amendment which involves the following changes to the terms of this Agreement will require an amendment approved the Town Council after a public hearing:

- i) any change in the permitted uses; and
- ii) any increase in the number of dwelling units beyond the maximum number permitted.

Except for the forgoing, any other changes and any subsequent site plan approvals or subsequent site plans and/or subdivision amendments need only be approved by the Planning Board after a public hearing in accordance with this Agreement without need for further Town Council approval, provided that the Planning Board shall not have the authority to waive the terms of this Agreement.

## **6. Infrastructure.**

**A. General.** Within each lot it owns, each Owner shall construct or cause to be constructed sewer and utilities, streets, drainage facilities, esplanades, sidewalks, street lighting, drainage systems, and landscaping to the standards set forth in the site plan/subdivision approval.

The streets shall remain private, subject to an easement for Town emergency access.

**B. Maintenance.** The infrastructure shall be maintained by its respective Owner.

**C. Sewer Pump Station.** Owner shall grant to the Town of Windham or its designee title to land necessary for placement of an underground sewer pump station with accompanying easements for mains and access in a mutually agreed upon location to be coordinated with other proposed improvements.

**D. Depot Street Storm Drain.** Owner shall grant to the Town of Windham an easement for an underground storm drain running from Depot Street towards the Presumpscot River, which shall be coordinated with the location of the proposed improvements.

**7. Commencement/Phasing Schedule/Bonding.** Unless extended by the Town, a building permit shall be issued and the construction of the initial Phase shall commence within two (2) years after Owner's receipt of final land use approvals for the Property.

An Owner need only post a performance guaranty in accordance with the Ordinance Section 140-39 (H) assuring the completion of "Required Improvements" for those Required Improvements to be constructed within each Phase of the Property or which are required to be completed in conjunction with such Phase under this Agreement.

**8. Definitions.** Note: Capitalized terms not otherwise defined herein shall have the meaning set forth in the Town of Windham Zoning Ordinance.

Agreement: This Contract Zoning Agreement entered into among the Owner and the Town.

Approved Plan: The plan entitled " \_\_\_\_\_ " prepared by Northeast Civil Solutions dated \_\_\_\_\_, 2005, the accompanying notes and related materials approved by the Town Council, reduced copies of which are attached hereto as Exhibit C, as they may be amended from time to time pursuant to the provisions of the Windham Site Plan Ordinance (Chapter 140-38) and Subdivision Regulations (the "Approved Plan").

Association: The nonprofit corporation to be formed to operate and administer the Property.

Lot: The Lots composing individual portions of the Property as shown on Exhibit C, designed for separate subsequent Planning Board approval, development and use as set forth herein.

Multi-Family Dwelling: A building with two or more Dwelling Units, subject to the limitations on numbers of units, units per building, location and age restrictions set forth in this Agreement.

Ordinance: The Town of Windham Land Use and Shoreland Zoning Ordinances as set forth in Chapters 140 and 199 of the Town's Code of Ordinances.

Owner(s): Collectively, VLF, LLC and SWHCorp, and their respective successors and assigns.

Parking Space: See Subsection 3 (E) regarding modifications to the otherwise applicable definitional restrictions under the Ordinance.

Phase: Each portion of the Property designated on Exhibit C to be separately developed in stages.

Planning Board: The Planning Board of the Town of Windham.

Property: The real property located on Route 202 and Depot Street as described in Exhibit A.

SWHCorp: South Windham Housing Corporation, a Maine non-profit corporation, also being an Owner.

Town: The Town of Windham, a municipal corporation located in the

County of Cumberland and State of Maine.

Town Council: The Town Council of the Town.

VLF, LLC: VILLAGE AT LITTLE FALLS, LLC a Maine limited liability company, being an Owner.

**9. General.**

A. Owners shall record this Contract Zoning Agreement in the Cumberland County Registry of Deeds within 30 days after receipt of final land use approvals for the development on the Property. For purposes of identification only, the Town Manager shall sign the full size copies of the plans attached hereto as Exhibit C, marked with the legend:

"Exhibit C to the Village at Little Falls Contract Zoning Agreement dated \_\_\_\_\_, 2005, subject to modification pursuant to said Agreement."

B. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the Property, and this Contract Zoning Agreement may be amended by future written agreement between the Town of Windham and the Owner affected or its successors in interest without need for approval of any other party. In the event all or any portion of the Property is subjected to the Maine Condominium Act (33 M.R.S.A. Section 1601-101 et seq.), then the condominium association organized may act on behalf of all condominium owners.

C. The provisions of this Contract Zoning shall operate as an "overlay" zone and all other requirements of the underlying Zoning District shall apply except as otherwise set forth herein.

D. The restrictions, provisions and conditions of this Agreement are an essential part of the rezoning, shall run with the Property, shall bind Owners, their heirs, successors in interests and assigns of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town of Windham.

E. Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Land Use, Shoreland Zoning and Subdivision Ordinances of the Town of Windham (as applicable) and any applicable amendments thereto or replacement thereof, provided however that this Agreement and the Ordinance shall be interpreted so as to allow the improvements and uses shown on Exhibit C. The applicable provisions of the Town's Building Code Ordinances shall not be affected by this Agreement.

F. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However the provisions of this Agreement are severable, and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or

unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

G. The captions in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

H. No waiver of any of the terms of this Agreement no extension thereof will be deemed to have occurred, or to be effective unless in writing signed by the parties. No course of dealing heretofore or hereafter between the parties, or any failure or delay on the part of any party in exercising any rights or remedies under this Agreement shall operate as a waiver or preclusion of the exercise of any rights or remedies under this Agreement.

I. The Town shall have the power to enforce all conditions and restrictions of this Agreement, both through enforcement action pursuant to 30-A M.R.S.A. §4452 and through legal action for specific performance of this Agreement. In the event that an Owner or its heirs, successors or assigns fail to construct the Property in accordance with this Contract, or in the event of any other breach hereof, and such failure or breach continues for a period of thirty (30) days after written notice of such failure or breach cannot reasonably be remedied or cured within such thirty (30) day period, if such Owner, its heirs, successors or assigns, fails to commence to cure or remedy such failure or breach within said thirty (30) day period and thereafter fails to diligently prosecute such cure or remedy to completion in a reasonable time, then the Town may enforce the performance of this Agreement and recover the costs and expenses of performance from such Owner or its, heirs, successors or assigns violating this Agreement, which recovery may include the Town's reasonable attorney's fees and expenses.

Witness our hands and seals on \_\_\_\_\_, 2005.

**TOWN OF WINDHAM**

\_\_\_\_\_  
Witness by: \_\_\_\_\_,  
\_\_\_\_\_, Town Manager

**VILLAGE AT LITTLE FALLS, LLC**

\_\_\_\_\_  
Witness by: \_\_\_\_\_  
Renee Lewis, its Manager

**SOUTH WINDHAM HOUSING  
CORPORATION**

\_\_\_\_\_  
Witness by: \_\_\_\_\_  
Dana Totman, its President

- Exhibit A - Copy of Survey Plan  
Exhibit B - Amended Zoning Plan  
Exhibit C - Reduced and Full-Size Copies of Site Sketch Plan

Contract Zone Agmt Vill at Little Falls 3-24-05.doc  
3/28/2005

Exhibit 3A

VIL\_RESP01233

Prepared For:

SOUTH WINDHAM HOUSING CORP.



SURVEYING ENGINEERING LAND PLANNING

*Northeast Civil Solutions*

INCORPORATED

153 US ROUTE 1, SCARBOROUGH, MAINE 04074

tel  
207.883.1000  
800.882.2227

fax  
207.883.1001

e-mail  
ncs@maine.rr.com



STAMP AND SIGNATURE

M. JOHANN BUISMAN  
MAINE P.L.S. No. 1314

DATE

IF THIS PLAN DOES NOT CONTAIN AN EMBOSSED SEAL, IT IS NOT AN ORIGINAL AND MAY BE VOID.

EMBOSSED SEAL ABOVE

EXISTING CONDITIONS SURVEY / PROJECT 25530 / NORTHEAST CIVIL SOLUTIONS, INC

6. UTILITY POLE EASEMENT POLE NUMBERS 7.01-7.04 DEED BOOK 1020, PAGE 280 COR'D. NO WIDTH STATED.

VIL\_RESP01234



Exhibit 3B

VIL\_RESP

Property to be rezoned from  
Industrial (I) District to  
General Development (GD)  
District (Shoreland Zoning)

Area to be rezoned from  
Industrial (I) District to  
General Development (GD)  
District (Shoreland Zoning)

Property to be rezoned from  
Industrial (I) District to  
General Development (GD)  
District (Shoreland Zoning)

Property to be rezoned from  
Industrial (I) District to  
General Development (GD)  
District (Shoreland Zoning)

APPROXIMATE SHORELAND ZONING LINE  
GD  
SHORELAND ZONING

VIL\_RESP01236

GORHAM

MAIN STREET (RTE 202)

DEPOT

ANDROSCOGGIN STREET

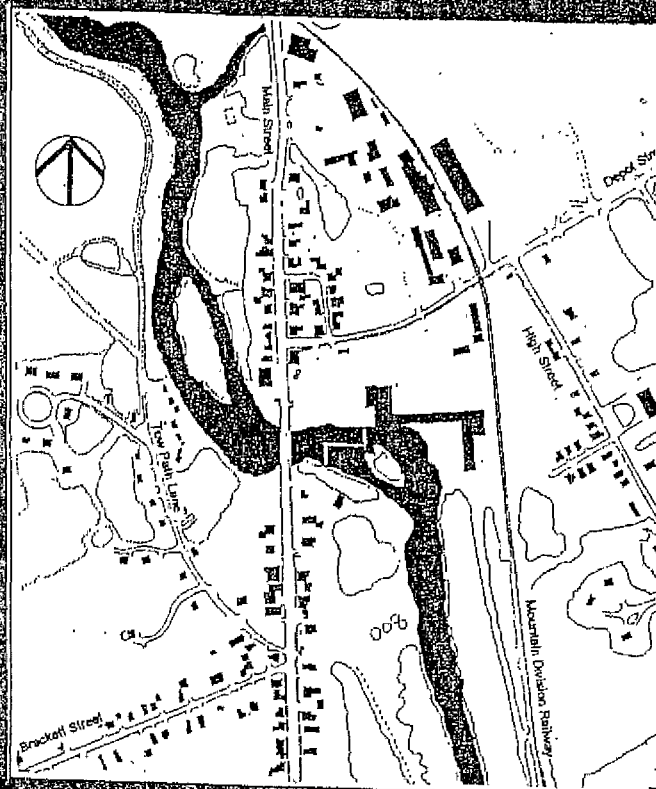
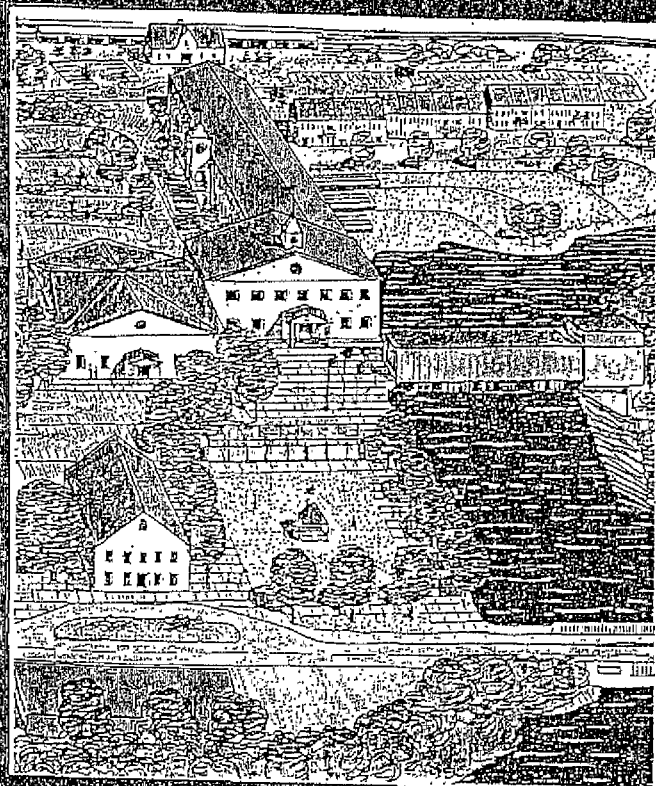
HOLLY CREEK

Exhibit 4

VIL\_R



# A PLAN FOR THE REVITALIZATION OF SOUTH WINDHAM LITTLE FABLES VILLAGE VOLUME II. OPTIONS SITE ANALYSIS AND PLANNING



# TABLE OF CONTENTS

## VOLUME II: OPTIONS, STRATEGIES, AND RECOMMENDATIONS

INTRODUCTION .....	2
ACKNOWLEDGMENTS .....	2
CONTEXT .....	2
VISION STATEMENT.....	4
THE SOUTH WINDHAM/LITTLE FALLS STUDY AREA.....	5
STUDY AREA LOCATION .....	5
<b>A. EXPLORING OPTIONS.....</b>	<b>8</b>
SUMMARY OF INVENTORY FINDINGS .....	8
DRAFT IDEAS.....	11
BUSINESS SURVEY .....	14
VILLAGE GROWTH OPTIONS .....	18
PUBLIC MEETINGS AND SURVEYS.....	20
RECREATION, OPEN SPACE, AND TRAIL OPTIONS .....	23
<b>B. OVERALL STRATEGIES AND RECOMMENDATIONS.....</b>	<b>25</b>
PLAN STRATEGIES .....	25
PLAN PRIORITIES .....	32
FUNDING SOURCES.....	33
<b>C. SPECIFIC ACTIONS .....</b>	<b>36</b>
ESTABLISH A TIF (TAX INCREMENT FINANCING) DISTRICT (WINDHAM) .....	36
REDEVELOP THE KEDDY SITE (WINDHAM) .....	39
THE L. C. ANDREWS SITE (WINDHAM) .....	45
REVITALIZE THE CENTER OF LITTLE FALLS VILLAGE (GORHAM) .....	50
UPGRADE ALL EXISTING SIDEWALKS (WINDHAM/GORHAM).....	55
EXTEND SIDEWALKS TO BETTER SERVE THE VILLAGE (WINDHAM/GORHAM).....	58
REVISE THE VILLAGE ZONING IN EACH TOWN (WINDHAM/GORHAM) .....	60
MAKE SAFETY IMPROVEMENTS AND SLOW DOWN TRAFFIC ON ROUTE 202 (WINDHAM/GORHAM) .....	62
EXTEND THE SEWER SYSTEM TO RICH TOOL & DIE (WINDHAM/GORHAM) .....	64
ESTABLISH A FACADE PROGRAM (WINDHAM/GORHAM).....	66
ENACT SIGN REGULATIONS (WINDHAM/GORHAM) .....	68
EMBARK ON A STREET TREE PLANTING PROGRAM (WINDHAM/GORHAM).....	70
BUILD A BIKE/PEDESTRIAN CROSSING ON THE GAMBO BRIDGE (WINDHAM/GORHAM) .....	71
APPENDIX.....	74

## INTRODUCTION

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This report is the second of two volumes prepared for South Windham/Little Falls Village. Volume I is the Inventory. It contains all the information gathered about the study area in a separate report on file at the respective town offices.

This Volume II describes the various plan options that were explored, documents the extensive committee and public input in the planning process, details the plan recommendations, and spells out specific implementation strategies and priorities.

## ACKNOWLEDGMENTS

---

This report was prepared by Brian Kent of Kent Associates, Planning and Design Consultants in Gardiner, Maine. Associated subcontractors included Rich Rothe of Rothe Associates (Hallowell, Maine) and Mark Gray of JAMM Engineering (Poland Spring, Maine). Staff assistance was provided by Anne Doiron and Amanda Walker of Kent Associates.

The South Windham/Little Falls Village Advisory Committee responsible for overseeing this study comprised:

### **Gorham Members**

Allene Bowler  
Marylee B. Dodge  
William O. Leach  
Virginia Morrow  
Tom Ellsworth

### **Windham Members**

Anne Alexander  
Rebecca Reinhart  
Michael Shaughnessy  
Linda Wasgatt  
Marcia Wake

Staff assistance was provided by Deborah Fossum, Gorham's Planner, and, for a few months, Bob Hamblen, Windham's Planner. Subsequently Town Manager Tony Plante served as the Town's liason to the committee and consultants.

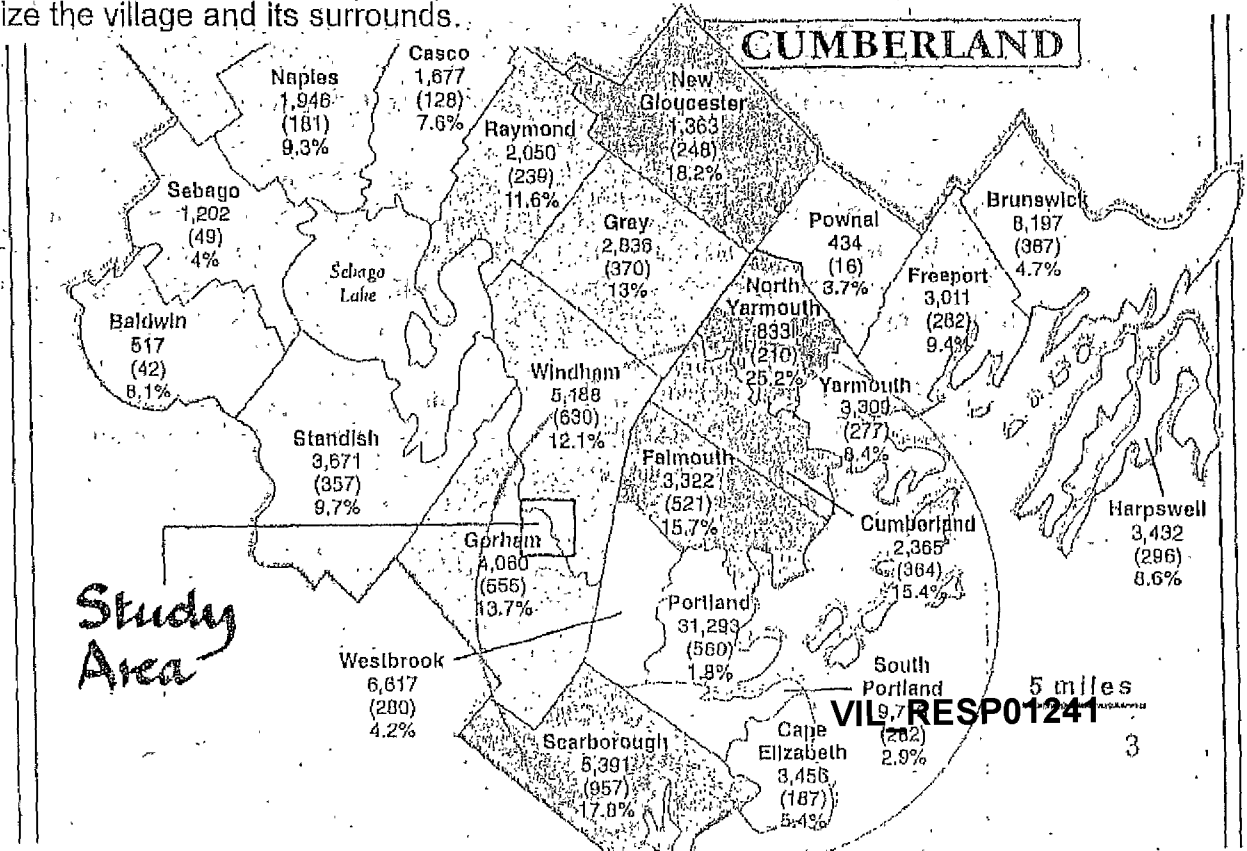
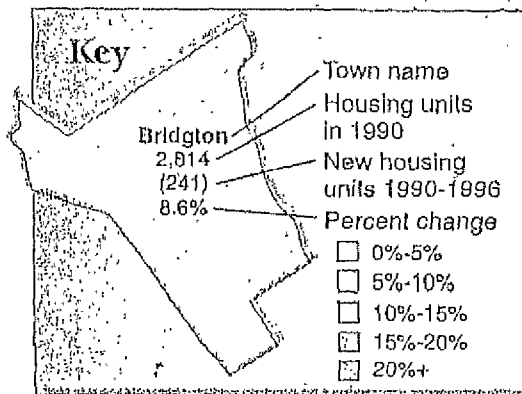
## CONTEXT

To some, progress has by-passed South Windham/Little Falls Village. To some extent this is true. The malls, fast food and "big box" stores along Route 302 in Windham have drawn business and attention away from the historic village; likewise, Gorham village center and the University of Maine campus have seen more investment than the smaller, neglected, Little Falls area.

All the same, a glance at the regional map illustrates the vital importance of this location set, as it is, on the fast growing ring of growth generated by Portland, the hub of growth in southern Maine in the late-1990's.

Indeed, as this report shows, South Windham/Little Falls Village has great potential. It boasts good access, a superb natural setting, a strong historic heritage, sound buildings, good infrastructure, solid citizens, and opportunities for redevelopment and growth. At present the village is under valued.

It is hoped that the vision provided by this plan (and spelled out by participating residents in the vision "statement" below) will help revitalize the village and its surrounds.



## VISION STATEMENT

---

### **The Village Residents' Vision of South Windham/Little Falls Village: A Summary of Resident Survey Results.**

We want a mixed use village that is primarily residential but has more stores, services, and commercial enterprises. The village will grow in a planned manner and will be served by an expanded sewage treatment plant, a riverside park, trails along the river, and recreational facilities at the Little Falls Recreation Area and at Gambo Fields. In the long term we envision a rail-trail along the old rail-line.

The village will be safe and attractive for pedestrians and cyclists. To this end we will find ways to slow traffic (especially on Route 202), fix up and extend sidewalks, and provide adequate on- and off-street parking, where needed. We will also install attractive street lights, street trees, and signs. To improve and identify the neighborhood we will place "gateways" at the entrances to the village and improve the village's "street furniture".

To stimulate jobs and encourage more residents to move into the village center, we will encourage prospective developers to revitalize the vacant mill buildings and bring new uses to the L. C. Andrews area. The kinds of business and uses we want include professionals, retail shopping, a private school, restaurant(s), senior housing, artists studios and art center, a micro-brewery, antique stores, a local museum, a fitness gym, and space for cultural events.

Further, we value and wish to retain the village's historic character and scale. We also wish to instill a sense of pride and community amongst our fellow residents by erecting a village bulletin board, encouraging litter patrols, sponsoring trash pick-up days, and sprucing-up our homes and streets.



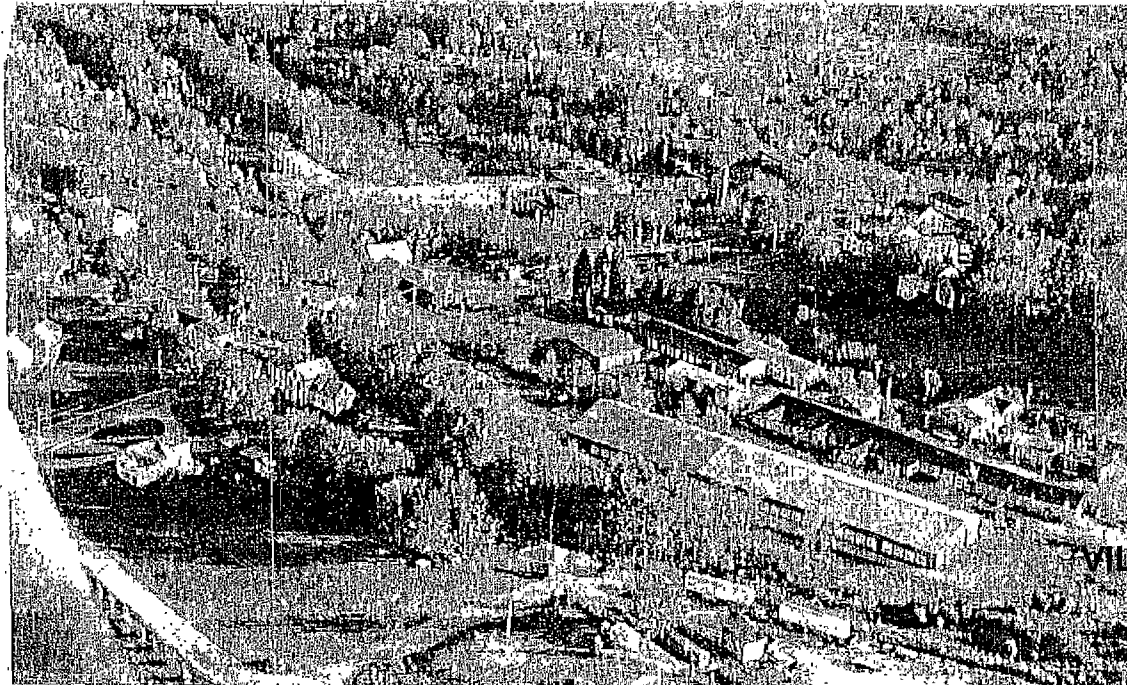
## THE SOUTH WINDHAM/LITTLE FALLS STUDY AREA

The Advisory Committee defined a general study area, which includes Gambo, Newhall, and Grant's Corner to the north and the Little Falls Recreation Area and elementary school, down to the Little River, and a core study area, which extends from the Post Office on the north to the Route 202/237 intersection on the south (see Map).

### STUDY AREA LOCATION

The Location Map shows the general study area in relation to the immediate region. Equidistant from downtown Portland and Sebago Lake, the village of South Windham/Little Falls sits astride Route 202 which runs north/south across Maine and the Presumpscot River. Immediately north and south of the village is the River Road and Route 237; these two arterials intersect with Route 202 and are part of a network of roads that converge on Portland from the northwest.

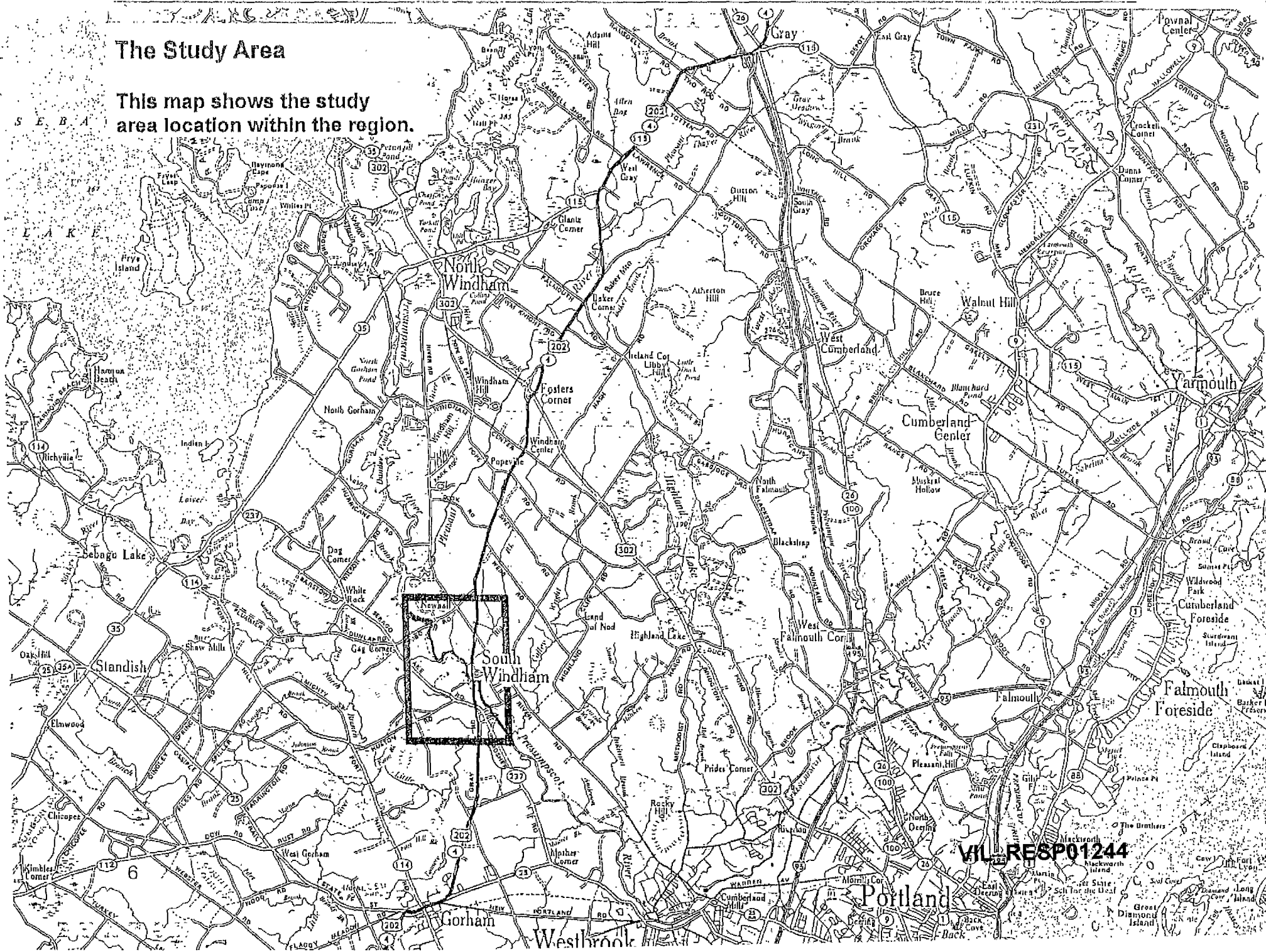
Given this grid of arterial roads, the village is easily accessible, by automobile, from North Windham, Lake Sebago, Gorham (and the University of Southern Maine), Westbrook, and Portland.



VIL RESP01243

## The Study Area

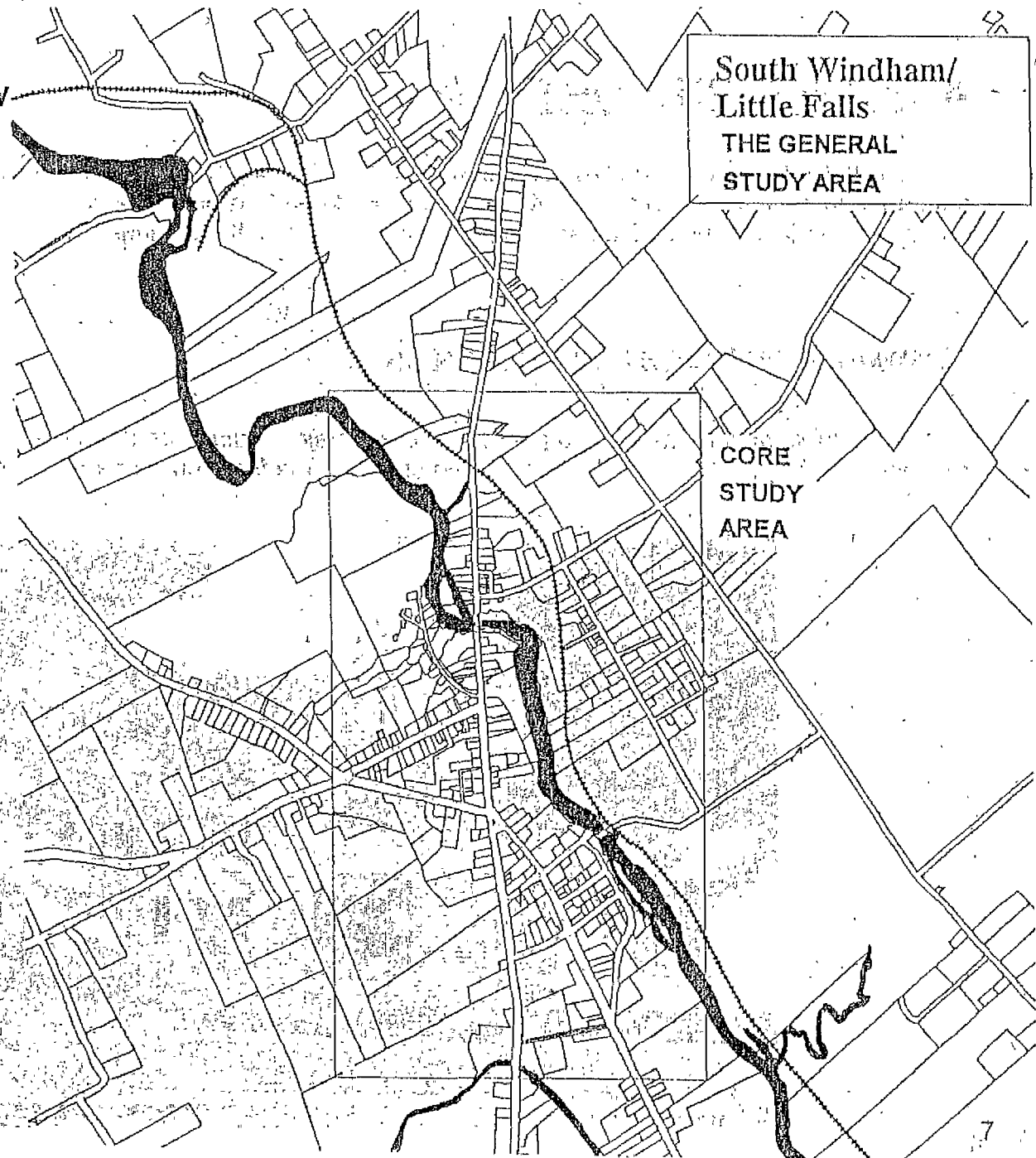
This map shows the study area location within the region.



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## The Study Area

This map shows the general study area and the core study area.



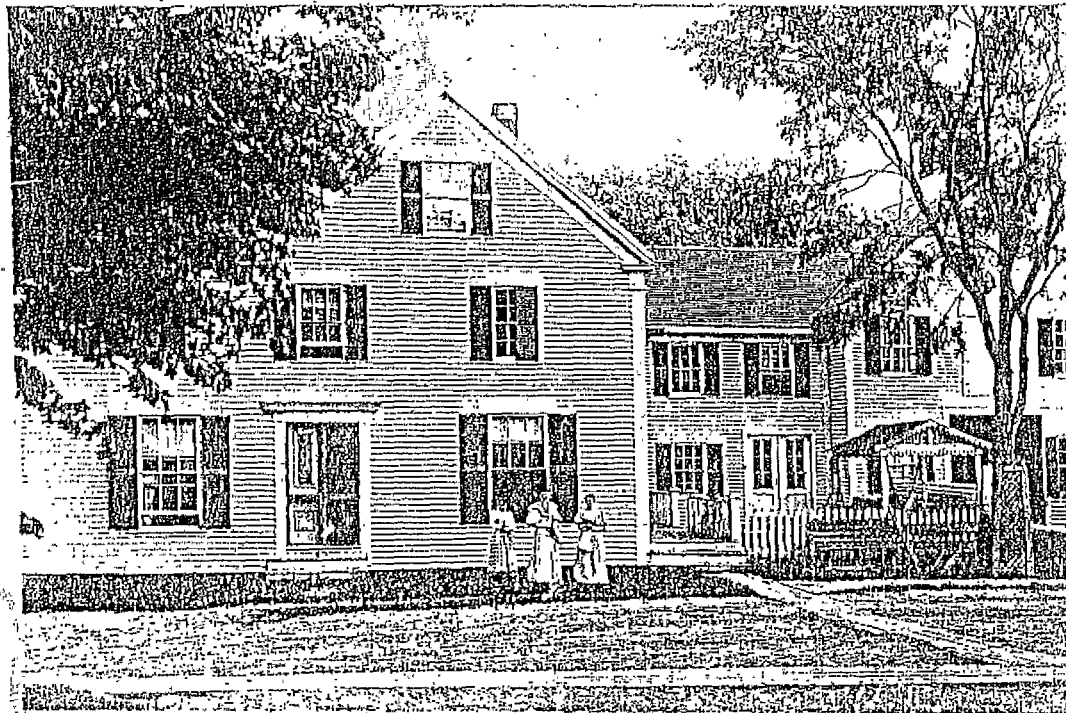
## A. EXPLORING OPTIONS

This section reports on the steps that were taken to explore different solutions to problems identified during the inventory of existing conditions, to survey different group's opinions, and to obtain public input. It also reports on the inventory findings and the ideas coming out of the findings.

## SUMMARY OF INVENTORY FINDINGS

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The table on the next two pages sums up the major findings from the research on important issues affecting the village. This work helped set the stage for the first public meeting and opinion survey.



## SUMMARY OF FINDINGS

<b>Access</b>	<ul style="list-style-type: none"> <li>The village is easily accessible from many directions.</li> </ul>
<b>History</b>	<ul style="list-style-type: none"> <li>The Presumpscot River has played a vital role throughout the history of the village.</li> <li>Main Street, in the center of the village, has retained its fine historic architectural character; however, some of the commercial structures have been modernized and do not reflect the architectural charm of the past.</li> <li>The Gambo Powder Mills and C &amp; O Canal are historic features of statewide &amp; national significance.</li> </ul>
<b>Sewers</b>	<ul style="list-style-type: none"> <li>Gorham probably exceeds its "share" of the treatment plant.</li> <li>The capacity of the plant could be increased significantly if the main inflow and infiltration problems were repaired.</li> <li>The capacity of the plant could be further increased with the addition of a second "package" treatment system.</li> <li>There is a need for sewer service to the Mallson Falls area.</li> <li>Extensions to the sewer system could make some sites more desirable for development.</li> </ul>
<b>Water</b>	<ul style="list-style-type: none"> <li>The water supply system is adequate and can handle growth.</li> </ul>
<b>Traffic</b>	<ul style="list-style-type: none"> <li>The highest traffic volume (<math>\pm</math> 7500 VPD) occurs on Route 202 between Grants Corner and Route 237; Mosher Road has the next highest volumes of traffic (<math>\pm</math> 7200 VPD).</li> <li>The highest number of accidents (28 from 1993-1995) occurs at Grants Corner; no effort to address this problem is underway.</li> <li>The River Road/Depot Street intersection has three times the number of "expected" accidents.</li> </ul>
<b>Streets</b>	<ul style="list-style-type: none"> <li>A new roundabout, designed to slow traffic and make safer conditions, has been built at the Route 202/237 intersection.</li> </ul>
<b>Bridges</b>	<ul style="list-style-type: none"> <li>The Route 202, Presumpscot bridge is being improved at present, but the repairs are superficial; no major repairs are contemplated because the main structure is in decent shape. There is a need to repair or replace the deteriorating guard rails.</li> </ul>
<b>Sidewalks</b>	<ul style="list-style-type: none"> <li>About 65 percent of the existing sidewalks (<math>\pm</math> 3450 linear feet) are in poor condition; the remainder, 1950 linear feet, are in fair condition.</li> <li>Many other areas have no sidewalks.</li> </ul>
<b>Utility Poles</b>	<ul style="list-style-type: none"> <li>Generally, existing utility poles, wires, and lights do little to enhance the appeal of the village; the lights, especially, are out-of-character and do not suit a village environment.</li> </ul>
<b>Streetscape</b>	<ul style="list-style-type: none"> <li>The character of Main Street (and the village) is defined, in part, by buildings constructed close to the road; nice street trees also improve the streetscape.</li> <li>There is a lack of on-street and off-street parking in the center of town.</li> </ul>
<b>Light Rail</b>	<ul style="list-style-type: none"> <li>Current studies, that look at the possible future use of light rail from Sebago Lake to Portland, do not project high use by local commuters.</li> </ul>

<b>Alternative Transport</b>	<ul style="list-style-type: none"> <li>• There are no park and ride lots, bus service, or efforts to promote bike lanes.</li> <li>• An in-depth study of the Mountain Division rail corridor will be undertaken this fall to look at its use for rail and recreation (e.g., hiking, biking, skiing).</li> </ul>
<b>Mountain Division</b>	<ul style="list-style-type: none"> <li>• The State now owns the rail line right-of-way.</li> <li>• The Mountain Division Alliance is working on developing ideas for the reuse of the right-of-way.</li> </ul>
<b>Tow Path</b>	<ul style="list-style-type: none"> <li>• The local Land Trust has acquired significant land and frontage along the old tow path; the trail is about a mile long.</li> <li>• The Gambo Pony Truss Bridge is historically significant and, at least, a pedestrian bridge across the river is needed.</li> </ul>
<b>Trails</b>	<ul style="list-style-type: none"> <li>• Snowmobile trails, and safety, need to be improved.</li> </ul>
<b>River</b>	<ul style="list-style-type: none"> <li>• The Presumpscot is valued as a scenic recreational asset, a wildlife corridor, and a source of clean water.</li> <li>• The river is important for canoeing, fishing, hiking, and birding.</li> </ul>
<b>Little Falls Recreation Area/Community Center</b>	<ul style="list-style-type: none"> <li>• The recreation area has good recreational fields, courts, and playground and is a major asset for kids in the area.</li> <li>• The recreational area needs a shelter, change rooms, storage building, and other facilities.</li> <li>• The PTA with private financial help is renovating the old Robie School as a Community Center, next door to the existing recreation area.</li> </ul>
<b>FERC</b>	<ul style="list-style-type: none"> <li>• The FERC relicensing procedure provides a forum and focus for area residents to express their concerns and needs along the river.</li> <li>• The towns should consider adding to their list of "needs" for FERC to address: e.g., the Gambo bridge, trail easements, and a village park.</li> </ul>
<b>Land Use</b>	<ul style="list-style-type: none"> <li>• The character of the historic village is still clearly discernible but could slowly be lost if businesses fail in the center and more low density housing occurs in rural surrounding areas.</li> <li>• Business locations are getting more dispersed, mostly along Route 202.</li> </ul>
<b>Key Parcels</b>	<ul style="list-style-type: none"> <li>• There are at least 12 groups of parcels in the core study area that have important conservation and/or development value; used correctly, these parcels can help recreate and enhance village character.</li> </ul>
<b>Rich Tool and Die</b>	<ul style="list-style-type: none"> <li>• This structure is essentially in sound structural condition and can accommodate a range of new uses; issues that need to be addressed include sewage disposal, parking, roof leakage, and minor wood structural repairs.</li> </ul>
<b>Zoning</b>	<ul style="list-style-type: none"> <li>• Together there are 10 zoning districts in the village study area which may be unnecessarily complex.</li> <li>• The regulations for similar areas are uneven, too restrictive in some instances and too lenient in others.</li> <li>• The lot and parking requirements are inappropriate for a village situation.</li> </ul>

## DRAFT IDEAS

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The following list of "ideas" for the community to consider was sparked by the inventory research. This list was later honed and reshaped by the committee and the public.

1. Capitalize on the village's good access to surrounding residential areas in the region when promoting the village as an employment center.
2. Capitalize on the affordable rental and homeowner prices when promoting the village as a place to live (and work).
3. Make the river the centerpiece of any redevelopment plan, by:
  - ◆ making its historic features better known and part of any local cultural/heritage tourism promotion;
  - ◆ retaining as much of the natural environment as possible as a wildlife and scenic corridor;
  - ◆ emphasizing recreational activities on the river and along its shores;
  - ◆ linking trails associated with the rail line to river trails;
  - ◆ connecting sidewalks and residential neighborhoods to recreational facilities on the river; and
  - ◆ working with landowners with river frontage.
4. Recapture the best characteristics of the village's historic roots, by:
  - ◆ encouraging homeowners to maintain and restore historic homes so that historic features and styles are retained;
  - ◆ helping commercial building owners to restore their places of business in historic styles;
  - ◆ recreating a streetscape (in historic areas) that has maple street trees, attractive period lights, safe sidewalks, and a minimum of overhead wires;
  - ◆ ensure new buildings in historic areas are built in harmony with historic architecture;
  - ◆ enact business sign regulations that help create an attractive, consistent historic theme;
  - ◆ consider creating an historic village district zone; and
  - ◆ educate residents, businesses, and school children about the history of the area, Main Street, and the village.

5. Improve the sewer pipe system and enlarge the capacity of the sewage treatment plant so as to permit more hookups for existing homes and businesses.
6. Consider expanding the extent of the sewage system within the existing village so as to allow new in-fill development and new sites to be developed.
7. Find ways to reduce traffic speeds, increase safety, and capture more business from through traffic by:
  - ♦ redesigning the intersections at River Road and Depot Street and at Grants Corner;
  - ♦ providing "neck-downs" and pedestrian crossings at strategic intervals on Route 202 and Route 237;
  - ♦ providing more on-street parking on both sides of Main Street in the very center of the village;
  - ♦ keeping the travel lanes narrow; and
  - ♦ adding signs directing drivers to off-street, public and/or private parking.
8. Cooperate with the appropriate organizations on possible rail/trail opportunities by:
  - ♦ inviting them to meetings to discuss options;
  - ♦ developing linkages to the rail right-of-way;
  - ♦ promoting compatible, new development near the rail line; and
  - ♦ exploring heritage and recreational tourism opportunities.
9. Expand the existing sidewalk system so as to increase safety, improve access to the village center, link to the river, and achieve better car/pedestrian separation.
10. Investigate opportunities for bicycle trails from neighborhoods to schools, the rail/trail, and recreational areas.
11. Use the FERC relicensing process as an opportunity to request better facilities along the river; new requests include assistance in:
  - ♦ improving the Gambo areas and, especially, the old Gambo bridge;
  - ♦ completing the Gambo to Little Falls Tow Path trail;
  - ♦ constructing a riverside park and other riverside trails;
  - ♦ help acquire conservation (or trail) easements; and from landowners along the river.



12. Reinforce the historic land use pattern (i.e., a walking-distance village) so as to:
- ◆ build a better sense of community;
  - ◆ build the population needed to support village businesses;
  - ◆ capitalize on recreational assets;
  - ◆ create a vibrant village atmosphere where neighborhood friendships, security, and responsibility can flourish; and
  - ◆ capitalize on a possible, future commuter rail service.
13. Revise the zoning ordinances for both communities so that:
- ◆ regulation is consistent;
  - ◆ there are strong incentives for residents and developers to create a more active, interesting, and friendly village environment;
  - ◆ mixed uses, that are compatible, are encouraged;
  - ◆ development is not permitted in the 100 year flood plain;
  - ◆ obstacles to good development are removed; and
  - ◆ the historic architecture of the area is conserved and replicated.
14. Work actively with the owners of the key, private land parcels to create win-win situations so that community conservation and development goals are met.
15. Develop an illustrative master plan to show examples of development, conservation, and recreation opportunities.
16. Work actively with the owners of the two mills (Keddy and Rich Tool & Die) to explore redevelopment opportunities that are compatible with overall village goals.
17. Work actively with the owners of parcels in the general L. C. Andrews area to explore higher and better uses for their ownership.

## BUSINESS SURVEY

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In April of 1997, the Town Planners in Windham and Gorham distributed a business survey to approximately two dozen businesses in South Windham/Little Falls Village. The following is a summary of the results of nine surveys which were returned.

**Type of Business.** Survey respondents represented a range of businesses including service and retail businesses, one business that has left the village, and two home occupations.

**Years in Business.** Respondents reported doing business in the village for varying periods of time ranging from six months to 52 years, with the median being six years.

**Business Continuation.** All but one of the businesses indicated that they anticipated continuing to do business in the village over the next three years.

**Business Expansion.** Only two of the businesses anticipate an expansion over the next three years, and both of these indicate the expansion will be in the number of employees.

**Business Volume.** Only two of the businesses indicated that their business volume had increased over the past three years. The question was not relevant for four of the respondents who indicated they had been in business for less than three years.

**Number of Employees.** By any measure, the respondents were from small businesses with employment levels ranging from one part-time person to seven full time and one part-time person. The question was not relevant for one of the respondents who owned a vacant building.

**Customer Base.** Six of the respondents did not indicate the percentage of their business that was generated in the village versus the towns as a whole or from outside the two communities. One business indicated that about 50% of the customer base was from Gorham/Windham. One indicated that about 90% of the firm's business is generated from outside the two communities.

**Own Versus Rent.** Seven of the eight existing businesses indicated that they own their own building.

**Square Footage.** Respondents indicated that the area of their building that is devoted to their business ranged from 150 square feet to 6,000 square feet.

**Ratings of Features.** Respondents were asked to rate various features of the village using a scale of 1 to 5, with 1 being very good; 2 being good; 3 being neutral; 4 being fair; and 5 being poor. The average ratings of the respondents are shown below. The features with the highest ratings include quality of snow removal efforts (2.9), South Windham/Little Falls Village as a good place to do business (3.1), and community support for expansion of existing businesses (3.1). The features with the lowest ratings include parking for businesses along Main Street/Route 202 (4.1) and appearance of buildings along Main Street/Route 202 (4.0).

#### **Buildings**

- 3.3 Signs on businesses
- 3.8 Appearance of residential buildings
- 3.8 Appearance of businesses along Main Street/Route 202
- 4.0 Appearance of businesses along other streets

#### **Traffic and Parking**

- 3.6 Parking for businesses in the rest of the village area
- 3.8 Condition of Main Street/Route 202
- 3.8 Condition of bridge over Presumpscot
- 4.1 Parking for businesses along Main Street/Route 202

#### **Sidewalks**

- 2.9 Quality of snow removal efforts
- 3.3 Pedestrian safety in other areas
- 3.6 Pedestrian safety along Main Street/Route 202
- 4.1 Condition of sidewalks

#### **Business Environment**

- 3.1 South Windham/Little Falls Village as a good place to do business
- 3.1 Community support for expansion of existing businesses
- 3.3 Community support for new businesses

**Municipal Action.** Eight of the nine respondents felt that it was important for Gorham and Windham to take steps to improve the village. The ninth respondent did not answer the questions. Respondents indicated their priorities for municipal action using a scale of 1 to 5, with 1 being the highest and 5 being the lowest. The average ratings of the respondents are shown below. The highest priorities include tearing down dilapidated buildings (1.3), cleaning up junk and debris (1.9), and taking measures to slow traffic (1.9). The lowest priorities include more trails (4.4), improvements to the sanitary sewer system (3.7), and bridge improvements (3.3).

#### **Ratings of Various Improvements**

- 1.3 Tear down dilapidated buildings
  - 1.9 Clean-up junk and debris
  - 1.9 Measures to slow traffic
  - 2.1 Low interest loans for business start-ups, expansions
  - 2.2 Street tree planting
  - 2.3 Street lights
  - 2.3 Low interest loans for business
  - 2.4 Sidewalk improvements
  - 2.4 Development assistance for small businesses
  - 2.9 Loosen land use regulations
  - 3.0 Small grants for improvement of non-residential building facades
  - 3.0 Additional parking along Main Street
  - 3.1 Additional recreational amenities in the village
  - 3.3 Bridge improvements
  - 3.7 Improvements to sanitary sewer system
  - 4.4 More trails
- Only one respondent had a suggest under "other", and that was "gardens and parks trail".

**Rail to Trail Effort.** There was a mixed response to municipal efforts to support a "rail to trail" effort along the Mountain Division line. Three respondents indicated support, two were opposed, three responded "don't know", and one did not respond.

**Uses at Keddy's and the L.C. Andrews Areas.** Six of the respondents offered a list of suggested uses. The six responses are shown below:

1. Laundromat
2. Mix of small retail/elderly housing
3. Offices
4. Kids' activities, restaurant, park, etc, boutiques, cafe
5. Commercial - office
6. Any business that does "valuable service" and is clean, acceptable for residential area - manufacturing/supply good for industry, consumption, etc., and not something which would upset a village atmosphere

**Other Suggestions for Improving the Village Area.** Five respondents wrote suggestions for improving the village area:

1. Zoning should be changed to commercial;
2. Grants/loans made available for existing businesses for visual improvements and expansions of limited available commercial space;
3. Have other business(es) and residential home(s) at least paint their units on the outside;
4. Expand the business center on side streets and not just on Route 202;
5. Make more conducive to pedestrian traffic (mostly bad on South Windham side).

## VILLAGE GROWTH OPTIONS

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As the committee explored their vision of the village, four growth options were discussed. The notes below describe the four approaches. They describe the key actions that would need to be taken to achieve each option and comment on likely outcomes.

The four options are:

### Option 1. Status Quo

- ♦ Refrain from town action;
- ♦ Allow for continued single family homes and subdivisions on the outskirts of the village;
- ♦ Avoid sewer extensions and improvements;
- ♦ Make essential public infrastructure improvements;
- ♦ Don't make trail or open space improvements.

***Comment:** If the towns take no action, the current pattern of growth is likely to prevail. This means little investment in the village and more single-family units on + 20,000 square foot lots near the village or on 60,000 square foot lots (in Gorham) -- all on septic systems. The result would be sprawling rural, suburbia with almost total reliance on the automobile.*

### Option 2. Residential Village

- ♦ Expand sewer lines to serve existing and new residences;
- ♦ Promote in-town residential constructions only;
- ♦ Provide more public open space, parks, and trails;
- ♦ Do not encourage commercial growth;
- ♦ Make streetscape and infrastructure improvements.

### Option 3. Commercial Center

- ♦ Extend sewer lines to serve existing and new commercial;
- ♦ Pursue commercial business prospects for in-town sites;
- ♦ Provide more public open space, parks, and trails;
- ♦ Make streetscape and infrastructure improvements;
- ♦ Assume little residential growth on periphery.

#### Option 4. Mixed-Use Village

- ♦ Extend sewer lines to serve existing and new development;
- ♦ Enact zoning and marketing strategies to encourage mixed use in-town;
- ♦ Provide more public open space, parks, and trails;
- ♦ Make streetscape and infrastructure improvements.

**Comment.** *The last three of the scenarios rely on a pro-active approach from the towns, including:*

- ♦ *improvements to reduce waste in the sewer lines so as to increase its capacity to serve new development;*
- ♦ *possible expansion of the treatment plan, again, to increase capacity;*
- ♦ *extending the sewer lines to those locations that can support new development;*
- ♦ *revised zoning regulations to encourage new uses; and*
- ♦ *a commitment to improvements that will improve the overall quality of the village.*

The result could be a revitalized, thriving community where trails, bikeways, and open space support and enhance the quality of life. As the next section shows, residents support **Option 4** most strongly.

## **PUBLIC MEETINGS AND SURVEYS**

On June 27, 1997, some 50 residents of the area participated in "A Night of 1000 Ideas", an informal public forum sponsored by the Committee. The meeting started with brief presentations that focused on the study goals and findings. Next, the audience spelled out the many ideas they had to revitalize the village area; the meeting concluded with a brief opinion survey (excerpts from news reports of the meeting are on the next pages).

The results of this public participation effort are reported below. They can be best summed up in the following statement:

### **The Village Residents' Vision of South Windham/Little Falls Village: A Summary of Resident Survey Results.**

We want a mixed use village that is primarily residential but has more stores, services, and commercial enterprises. The village will grow in a planned manner and will be served by an expanded sewage treatment plant, a riverside park, trails along the river, and recreational facilities at the Little Falls Recreation Area and at Gambo Fields. In the long term we envision a rail-trail along the old rail-line.

The village will be safe and attractive for pedestrians and cyclists. To this end we will find ways to slow traffic (especially on Route 202), fix up and extend sidewalks, and provide adequate on- and off-street parking, where needed. We will also install attractive street lights, street trees, and signs. To improve and identify the neighborhood we will place "gateways" at the entrances to the village and improve the village's "street furniture".

To stimulate jobs and encourage more residents to move into the village center, we will encourage prospective developers to revitalize the vacant mill buildings and bring new uses to the L. C. Andrews area. The kinds of business and uses we want include professionals, retail shopping, a private school, restaurant(s), senior housing, artists studios and art center, a micro-brewery, antique stores, a local museum, a fitness gym, and space for cultural events.

Further, we value and wish to retain the village's historic character and scale. We also wish to instill a sense to pride and community amongst our fellow residents by erecting a village bulletin board, encouraging litter patrols, sponsoring trash pick-up days, and sprucing-up our homes and streets.



# South Windham/Little Falls Village Night of 1000 Ideas

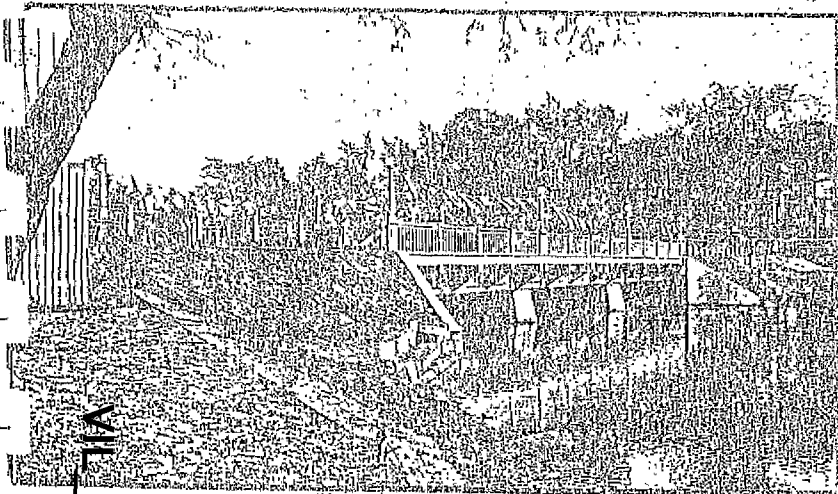
Please come share your visions for  
the future of South Windham/Little Falls Village

Thursday, June 26th

7 to 9 p.m.

at the Windham - Gorham Rod and Gun Club  
Tow Path Road, Gorham

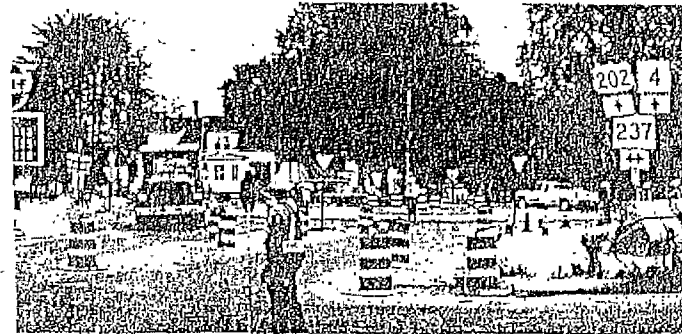
Your help is needed to plan  
the revitalization of the Village!



(1991 dedication of So. Windham/Little Falls bridge)

Questions - call Gorham Town Planning Office 839-5040

## Gorham



**FIRST ROUNDABOUT** - Maine's first roundabout is nearing completion in Gorham at the intersection of Rtes. 202 and 237 in the Little Falls area. Drivers seem to be taking the change in stride. South Portland will construct a roundabout at Layton Square in the Knightville business district after the bridge opens and Ocean Street

and Cottage Road change from one-way to two-way. A center island will have sloping sides designed to not damage trucks that need extra turning room. There'll be no traffic lights, and in Gorham the Rte. 237 stop signs are gone. Yield signs are in place at all corners.

## 65 Ideas Felt Like 1,000

By LINDA M. TAYLOR  
Little Falls-South Windham committee members who are working to come up with a plan to try to revitalize the village area got 65 ideas, not the 1,000 they said they wanted.

But it felt like it. If you add up all the excitement, enthusiasm for future possibilities and good will among neighbors the "Night of 1,000" ideas generated Thursday.

And may be that's the first step.

Drown, a Little Falls resident, thinks it's a big first step.

"We tried to look to ourselves," he said after a number of ideas were given. "I wouldn't want to come here," he said of the state of the buildings. "We need to take pride in ourselves."

Many agreed that they could do things to help bring back the vibrancy of the village. But some wanted to get help from outside sources too.

They'd like to apply for grant

dreams for the area. No solutions were asked for, and no idea would be challenged.

Some of the dreams:

• Dr. Sidney Hanson would like a bus service.

• One resident would like Little Falls to be a "leisurely quiet shopping area with lots of trees and a park by the river, a destination for people who want to travel from Portland."

• The L.C. Andrew building would be a good place for a private

## e 1,000

• Donna Parkinson wants "architectural integrity" kept so Little Falls "doesn't end up like Freeport."

• One resident wants the village to be resident oriented. "Is development going to crowd out residents?" she asked. Development should "enhance residents," not push them out. She thinks development in North Windham "pushed out families."

• Reduce "light pollution" at the Windham Correction Center.

• There need to be shoulders on the River Road.

• Displays and exhibits that illustrate the history of the area would be welcomed.

• Plaques could be on the houses giving historic information.

• Flowers could be planted.

• Form a cemetery association.

• Consider a skating rink, a gym, multi-purpose building.

• Try to get funds as a Tax Increment Financing district.

• Develop public walk ways.

• Encourage some brewery at the Rich building. (This is offered in Windham application.)

• Have a huge tree.

• Form a village to realize it.

• Consider the events, plays, performances, agriculture and area.

• Consider shut to take the pressure

• Open a bed and breakfast.

• Start a farmer's market.

• Put lights on the buildings.

• Repair and get the village.

• Establish sign.

• Open a YMCA.

• Restrict horse on the river.

(Continued on Page 4B)

## So, Windham-Little Falls residents plot future

• A theme emerges:  
Residents do not want to sacrifice the quaint, village feel they now enjoy for economic prosperity.

"We should look at ourselves first and see to our own community, maybe dressing up our own property."

Wayne Drown, Gorham police officer

By DAVID HENCH  
Staff Writer PPH 6/21/91

**GORHAM** - A lifelong resident of South Windham, Bruce Elder has seen the vitality leach from the small village of South Windham-Little Falls.

But he also has seen the price exacted in other towns by economic progress - the loss of historic neighborhoods and small-town scale.

Like many residents that gathered Thursday to plot the future of their hamlet, Elder believes that missing the economic boom may be South Windham-Little Falls' great-

est asset. "It can avoid too much commercialization and preserve the historic nature of the community," said Elder, the seventh generation of his family to live in the area.

Fifty residents turned out for Thursday's meeting at the Windham-Gorham Rod and Gun Club, where consultants hired to help craft a plan for improving the village collected ideas from the people who live there.

The village straddles the Presumpscot River, half in Gorham, half in Windham. And yet it has maintained some of the cohesiveness that has linked people on both

sides of the river since the days it was a regional center for industry and agricultural commerce.

Some of the relics of the area's heyday may be the tools for its renaissance. The Rich Tool and Die mill and Keddy steel mill lay vacant along the river, and much of the former L.C. Andrews lumberyard also sits idle. Residents say restoring jobs to those properties would be a major boost to stimulating new businesses and pedestrian bustle on Main Street.

The event - billed as the "Night of 1,000 Ideas" - actually generated

Please see FUTURE, Page 4B

